

CITY COUNCIL AGENDA
NORMAN UTILITIES AUTHORITY AGENDA
NORMAN MUNICIPAL AUTHORITY AGENDA
NORMAN TAX INCREMENT FINANCE AUTHORITY AGENDA

Municipal Building Council Chambers
201 West Gray

January 12, 2010
6:30 p.m.

1. Roll Call
2. Pledge of Allegiance
3. ITEM: CONSENT DOCKET

INFORMATION: This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 4 through Item 18 be placed on the consent docket.

ACTION NEEDED: 1. Motion to place Item ____ through Item ____ on the Consent Docket by unanimous vote.

ACTION TAKEN: _____

ACTION NEEDED: 2. Acting as the City Council, Norman Utilities Authority, Norman Municipal Authority, and Norman Tax Increment Finance Authority, motion to approve or acknowledge all items on the Consent Docket subject to any conditions included in the individual action needed by item.

ACTION TAKEN: _____

4. ITEM: APPROVAL OF THE MINUTES AS FOLLOWS:

CITY COUNCIL PLANNING AND COMMUNITY DEVELOPMENT COMMITTEE
MINUTES OF DECEMBER 11, 2009
CITY COUNCIL CONFERENCE MINUTES OF DECEMBER 22, 2009
CITY COUNCIL MINUTES OF DECEMBER 22, 2009
NORMAN UTILITIES AUTHORITY MINUTES OF DECEMBER 22, 2009
NORMAN MUNICIPAL AUTHORITY MINUTES OF DECEMBER 22, 2009
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF DECEMBER 22,
2009

ACTION NEEDED: Acting as the City Council, Norman Utilities Authority, Norman Municipal Authority, and Norman Tax Increment Finance Authority, motion to approve the minutes; and, if approved, direct the filing thereof.

ACTION TAKEN: _____

5. ITEM: CONSIDERATION OF THE MAYOR'S APPOINTMENTS AS FOLLOWS:

BOARD OF APPEALS

TERM: 02-03-10 TO 02-03-14: HANK STRATEGIER, 2431 WILDWOOD LANE

TERM: 02-03-10 TO 02-03-14: JULIAN HORNER, 1710 QUAIL CREEK DRIVE

CITIZENS WASTEWATER OVERSIGHT COMMITTEE

TERM: 11-27-09 TO 11-27-12: MERRILL SNIDER, 1509 48TH AVENUE N.E.

TERM: 11-27-09 TO 11-27-12: JIM BURLESON, 2813 WEYMOUTH WAY

TERM: 11-27-09 TO 11-27-12: JUDITH WILKINS, 1100 WEST SYMMES STREET

DEVELOPMENT OVERSIGHT COMMITTEE FOR TIF DISTRICT NO. 2

TERM: 01-12-10 TO 04-10-13: SONDRA LONGCRIER, 3305 WOODSBORO DRIVE

ENFORCEMENT AUTHORITY

TERM: 01-12-10 TO 09-01-12: TY HARDIMAN, 630 MILLER AVENUE

LIBRARY BOARD

TERM: 01-12-10 TO 05-01-11: TIM MAULDIN, POST OFFICE BOX 722100

NORMAN HOUSING AUTHORITY

TERM: 11-21-09 TO 11-21-12: MIKE MCDANEL, 2620 ACACIA COURT

BOARD OF PARKS COMMISSIONERS:

TERM: 01-10-10 TO 01-10-13 DENNIS BRIGHAM, 3801 ANNALANE DRIVE

TERM: 01-10-10 TO 01-10-13 PHILLIP D. BROCKHAUS, 1136 MERRYMEN GREEN

PUBLIC ARTS BOARD

TERM: 10-23-09 TO 10-23-12: BARBARA SCHINDLER, 2000 MORGAN DRIVE

INFORMATION: In accordance with the Mayor's request, the above-described item is submitted for City Council's consideration. Sondra Longcrier will fill the unexpired vacancy left by Diana Hartley, Ty Hardiman will replace Will Mattoon, and Tim Mauldin will fill the unexpired vacancy left by Gina Mitchell. Hank Strategier, Julian Horner, Merrill Snider, Jim Burlson, Judith Wilkins, Mike McDanel, Dennis Brigham, Phillip D. Brockhaus, and Barbara Schindler are reappointments.

ACTION NEEDED: Motion to confirm or reject the appointments.

ACTION TAKEN: _____

- 6. ITEM: SUBMISSION OF THE 2009 ANNUAL REPORT FROM THE BOARD OF PARKS COMMISSIONERS.

INFORMATION: Section 4-501(6) of the Code of the City of Norman states that the Board of Parks Commissioners are required to provide the City Council with an annual report. In accordance therewith, the above-described report appears on City Council's agenda in order that acknowledgment of the receipt of the report may be noted in the minutes as a matter of permanent record. A copy of the report is included in the Agenda Book.

ACTION NEEDED: Motion to acknowledge receipt of the report and direct the filing thereof.

ACTION TAKEN: _____

- 7. ITEM: CONSIDERATION AND AWARDED OF BID NO. 0910-36 FOR THE PURCHASE OF ONE (1) FIRE ENGINE TO BE PLACED AT FIRE STATION NO. EIGHT, THE NEW WEST SIDE FIRE STATION ON 36TH AVENUE N.W.

INFORMATION: Staff has examined the bids and found them to be in order and proper as to form. Staff recommends acceptance of the bids and the subsequent awarding of the bid as indicated below. If the bid is accepted, Pierce Manufacturing is required within thirty days of City Council approval to provide a performance bond guaranteeing performance of all terms and conditions and a copy of the basic one (1) year warranty. Copies of an advisory memorandum and bid tabulation are included in the Agenda Book.

ACTION NEEDED: Motion to accept or reject all bids meeting specifications; and, if accepted, award the bid in the amount of \$664,700 to Pierce Manufacturing as the lowest and best bidder meeting specifications and authorize the Mayor to sign Performance Bond No. B-0910-44.

ACTION TAKEN: _____

- 8. ITEM: CONSIDERATION AND AWARDED OF BID NO. 0910-37 FOR THE RAISING OF SANITARY SEWER MANHOLES FOR THE LINE MAINTENANCE DIVISION:
 - 1. REVERSE RING AND LID
 - 2. RAISE MANHOLE SIX (6) INCHES
 - 3. RAISE MANHOLE TWELVE (12) INCHES
 - 4. RAISE MANHOLE EIGHTEEN (18) INCHES
 - 5. RAISE MANHOLE TWENTY-FOUR (24) INCHES
 - 6. RAISE MANHOLE THIRTY (30) INCHES
 - 7. RAISE MANHOLE THIRTY-SIX (36) INCHES
 - 8. RAISE MANHOLE EACH FOOT OVER THIRTY-SIX (36) INCHES

INFORMATION: Staff has examined the bid and found it to be in order and proper as to form. Staff recommends acceptance of the bid and the subsequent awarding of the bid as indicated below. Copies of an advisory memorandum and bid tabulation are included in the Agenda Book.

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to accept or reject the bid as meeting specifications in all sections; and, if accepted, award the bid to S.W. Gillis as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____

- 9. ITEM: CONSIDERATION OF THE ACCEPTANCE OF A DONATION IN THE AMOUNT OF \$1,500 FROM THE WAL-MART FOUNDATION TO SUPPORT THE ANNUAL NORMAN POLICE AND FIRE CHILI SUPPER BENEFITING THE CLEVELAND COUNTY CHRISTMAS STORE.

INFORMATION: The Wal-Mart Foundation has donated \$1,500 to the Norman Police and Fire Chili Supper which is an annual fundraiser with proceeds benefiting the Cleveland County Christmas Store. Section 8-111 of the City Code states that all donations valued above \$250 to be received by the City of Norman, whether in the form of monies or any other thing of value, shall be required to be accepted by the Council of the City of Norman prior to any use or disbursement of such monies or thing of value by or to any City operation or cause. In accordance therewith, the above-described item is submitted for City Council's consideration. A copy of an advisory memorandum is included in the Agenda Book.

ACTION NEEDED: Motion to accept or reject a donation in the amount of \$1,500 from the Wal-Mart Foundation to support the Norman Police and Fire Chili Supper benefiting the Cleveland County Christmas Store; and, if accepted, increase Contributions-Organizations (010-0000-365.13-73) by \$1,500, appropriate \$1,500 to Miscellaneous Services/Contributions-Organizations (010-1087-411.47-41), and direct payment in the amount of \$1,500 to the Cleveland County Christmas Store.

ACTION TAKEN: _____

10. ITEM: CONSIDERATION OF GRANTING THE FOLLOWING EASEMENTS IN CONNECTION WITH FIRE STATION NO. EIGHT LOCATED ON 36TH AVENUE N.W., ONE-FOURTH MILE NORTH OF TECUMSEH ROAD:

<u>EASEMENT NO.</u>	<u>GRANTOR</u>	<u>EASEMENT</u>
E-0910-41	CITY OF NORMAN	WATER
E-0910-42	CITY OF NORMAN	ROADWAY, DRAINAGE, AND UTILITIES
E-0910-43	CITY OF NORMAN	DRAINAGE

INFORMATION: Fire Station No. Eight will be built on 36th Avenue N.W. approximately one-fourth mile north of Tecumseh Road. Because the new building will be placed on a subdivided parcel, it was deemed appropriate that the City of Norman should plat the property. Because the property is less than three acres in size, the platting process utilized was the Short Form Plat. With short form platting, easements and rights-of-way are not recorded at the Cleveland County Clerk’s Office; therefore, Staff has prepared the above-described easements to provide right-of-way for roadway, drainage, and utilities improvements to be filed with Short Form Plat No. SFP-0910-1 for Fire Station No. Eight. Staff has examined the easements and found them to be in order and proper as to form. Staff recommends the easements be granted. Copies of an advisory memorandum, easements, and location map are included in the Agenda Book.

ACTION NEEDED: Motion to grant or deny the easements; and, if granted, direct the execution and filing thereof with Short Form Plat No. SFP-0910-1.

ACTION TAKEN: _____

11. ITEM: CONSIDERATION OF GRANTING THE FOLLOWING EASEMENT TO OKLAHOMA NATURAL GAS COMPANY, A DIVISION OF ONEOK, IN LION’S MEMORIAL PARK LOCATED AT 514 PARKSIDE ROAD ADJACENT TO TRUMAN ELEMENTARY SCHOOL:

<u>EASEMENT NO.</u>	<u>GRANTOR</u>	<u>EASEMENT</u>
E-0910-44	CITY OF NORMAN	UTILITIES

INFORMATION: The above-described easement will provide right-of-way to Oklahoma Natural Gas Company, a Division of ONEOK, to install a new gas line across Lion’s Memorial Park located at 514 Parkside Road adjacent to Truman Elementary School. Staff has examined the easement and found it to be in order and proper as to form. Staff recommends the easement be granted. Copies of an advisory memorandum, easement, and location maps are included in the Agenda Book.

ACTION NEEDED: Motion to grant or deny the easement; and, if granted, direct the execution thereof.

ACTION TAKEN: _____

- 12. ITEM: CONSIDERATION OF FINAL ACCEPTANCE AND FINAL PAYMENT OF CONTRACT NO. K-0607-107 BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND URBAN CONTRACTORS, INC., FOR THE ARSENIC REMOVAL DEMONSTRATION SYSTEM PROJECT ON WATER WELL NO. 31.

INFORMATION: The Norman Utilities Authority, in its meeting of February 27, 2007, approved Contract No. K-0607-107 with Urban Contractors, Inc., in the amount of \$387,050 for the above-described project. The project is completed and all work meets or exceeds specifications. Based upon the above information, it is recommended that the project be accepted and final payment in the amount of \$63,159.38 be made to Urban Contractors, Inc. Copies of an advisory memorandum and purchase order are included in the Agenda Book.

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to accept or reject the project; and, if accepted, direct final payment in the amount of \$63,159.38 to Urban Contractors, Inc.

ACTION TAKEN: _____

- 13. ITEM: CONTRACT NO. K-0910-126: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND BUCHER, WILLIS, AND RATLIFF (BWR), INC., IN THE AMOUNT OF \$29,000 TO PROVIDE ENGINEERING SERVICES FOR THE DESIGN OF THE JEFFERSON ELEMENTARY/LONGFELLOW MIDDLE SCHOOL PROJECT IN CONNECTION WITH SAFE ROUTES TO SCHOOL AGREEMENT NO. 1008 WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION AND BUDGET APPROPRIATION.

INFORMATION: The above-described contract has been examined by the Assistant City Attorney and found to be in order and proper as to form. Staff recommends approval of the contract. Copies of an advisory memorandum, contract, and purchase requisition are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject Contract No. K-0910-126 with BWR, Inc., in the amount of \$29,000; and, if approved, authorize the execution thereof and appropriate \$29,000 from the Capital Fund Balance (050-0000-253.20-00) to Project No.0072, Longfellow/Jefferson Safe Routes, Design (050-9082-431.62-01).

ACTION TAKEN: _____

- 14. ITEM: CONTRACT NO. K-0910-132: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND QUICKEN LOANS TO SUBORDINATE A LIEN REGARDING FUNDS FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HOME PARTNERSHIP PROGRAM FOR PROPERTY LOCATED AT 909 HUNTING HORSE TRAIL.

INFORMATION: The above-described contract (subordination agreement) is being requested by Quicken Loans in conjunction with a loan secured by the owner of property located at 909 Hunting Horse Trail who had previously received CDBG HOME Partnership Program funding. The contract has been examined by the Assistant City Attorney and found to be in order and proper as to form. Staff recommends approval of the contract. Copies of an advisory memorandum and contract are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject Contract No. K-0910-132 with Quicken Loans; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

- 15. ITEM: CONSIDERATION OF THE CITY ATTORNEY'S RECOMMENDATION FOR APPROVAL OF A COURT ORDER REGARDING DERRALD KIZZIA VS. THE CITY OF NORMAN, WORKERS' COMPENSATION COURT CASE NO. WCC-2009-05614F.

INFORMATION: The City Attorney recommends that the City comply with the Workers' Compensation Court Order. If approved, the Order will be certified to the Cleveland County District Court to be placed on the property tax rolls for collection over the next three years in accordance with 85 O.S., Section 2b; 51 O.S., Section 159; and 62 O.S., Section 361. Certifying the Order to the property tax rolls will reimburse the City's Workers' Compensation Fund over the next three years. Copies of an advisory memorandum, Court Order, and purchase requisitions are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject the City Attorney's recommendation; and, if approved, authorize compliance with the Workers' Compensation Court Order and direct payment of claims which will constitute judgment against the City of Norman.

ACTION TAKEN: _____

- 16. ITEM: RESOLUTION NO. R-0910-83: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CHANGING A STREET NAME FROM DOUBLE C DRIVE TO DOUBLE DRIVE IN THE FINAL PLAT OF NORTHRIDGE INDUSTRIAL PARK ADDITION, SECTION 5, TO THE CITY OF NORMAN, OKLAHOMA.

INFORMATION: The above-described resolution has been drawn and is submitted for City Council's consideration. Copies of an advisory memorandum; location maps; petition; Staff memorandum; and resolution are included in the Agenda Book.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-0910-83.

ACTION TAKEN: _____

17. ITEM: CONSIDERATION OF THE FOLLOWING ITEMS:

RATIFICATION OF APPROVAL TO SUBMIT AN APPLICATION FOR GRANT FUNDING IN THE AMOUNT OF \$200,000 TO BE SUBMITTED TO THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) FOR A PUBLIC FLEET CONVERSION GRANT TO PROVIDE A COMPRESSED NATURAL GAS (CNG) SLOW FILL COMPRESSOR STATION FOR THE FLEET MANAGEMENT DIVISION AND THE SUBSEQUENT ADOPTION OF RESOLUTION NO. R-0910-84.

ACCEPTANCE OF THE DONATION OF A USED COMPRESSOR SKID VALUED AT \$50,000 FROM OKLAHOMA NATURAL GAS COMPANY, A DIVISION OF ONEOK (ONG), TO BE USED AT THE CNG SLOW FILL COMPRESSOR STATION FOR THE FLEET MANAGEMENT DIVISION.

INFORMATION: In November, 2009, ACOG announced a new ACOG-administered Public Fleet Conversion Grant Program utilizing Federal FY 2009 Congestion Mitigation and Air Quality (CMAQ) funds. These funds support transportation projects that reduce mobile source emissions and allow public sector fleets to access CMAQ funds for fleet conversions to clean fuel technologies to include alternative fuel vehicles, hybrid vehicles, and alternative fuel vehicle refueling infrastructure. The grants will be funded on a 50/50 basis with a maximum award of \$400,000 per entity. City Staff, in conjunction with Adrianus Resources, Inc., prepared the grant application requesting assistance with a CNG Slow Fill Compressor Station with a 14-vehicle slow fill manifold. The application deadline is 4:00 p.m., January 12, 2010; therefore, Staff submitted an application for grant funds in the amount of \$200,000 which will provide 45.9% of the federal funding portion and the City's estimated 54.1% share totaling \$223,471 is included in the Capital Budget. Adoption of a resolution authorizing application for financial assistance from ACOG's Public Fleet Conversion Grants Fund is required to accompany all public fleet conversion grant applications. The City proposes to install a used compressor skid valued at \$50,000 to be donated by ONG. As a condition to the donation, the City must indemnify ONG for any potential future liability arising from the City's use of the compressor. Section 8-111 of the City Code states that all donations valued above \$250 to be received by the City of Norman, whether in the form of monies or any other thing of value, shall be required to be accepted by the Council of the City of Norman prior to any use or disbursement of such monies or thing of value by or to any City operation or cause. In accordance therewith, Staff recommends the ratification of approval to submit the application and adoption of Resolution No. R-0910-84, acceptance of the donation, and authorization to execute an indemnification agreement with ONG. Copies of an advisory memorandum; location map; application; resolution; grant schedule; and indemnification agreement are included in the Agenda Book.

ACTION NEEDED 1. Motion to ratify approval of the submission of an application for grant funding in the amount of \$200,000 to ACOG for a Public Fleet Conversion grant to provide a CNG Slow Fill Compressor Station for the Fleet Management Division and adoption of Resolution No. R-0910-84; and, if ratified, authorize the Mayor to sign all documents related thereto.

ACTION TAKEN: _____

ACTION NEEDED: 2. Motion to accept or reject a donation of a used compressor skid valued at \$50,000 from ONG to be used at the CNG Slow Fill Compressor Station for the Fleet Maintenance Division; and, if accepted, authorize the Mayor to sign the indemnification agreement.

ACTION TAKEN: _____

18. ITEM: RESOLUTION NO. R-0910-85: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, COMMENDING AND EXTENDING APPRECIATION TO CITY OF NORMAN EMPLOYEES FOR THEIR EFFORTS IN CLEARING THE STREETS AND ROADWAYS OF SNOW AND ICE AND ASSISTING STRANDED MOTORISTS DURING THE CHRISTMAS EVE BLIZZARD OF 2009.

INFORMATION: The above-described resolution has been drawn and is submitted for City Council's consideration. A copy of the resolution is included in the Agenda Book.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-0910-85.

ACTION TAKEN: _____

19. Miscellaneous Discussion: This is an opportunity for citizens to address City Council. Remarks should be directed to the Council as a whole and limited up to five minutes or less.
20. Adjournment.

5. ITEM: CONSIDERATION OF THE MAYOR'S APPOINTMENTS AS FOLLOWS:

BOARD OF APPEALS:

TERM: 02-03-10 TO 02-03-14: HANK STRATEGIER, 2431 WILDWOOD LANE
TERM: 02-03-10 TO 02-03-14: JULIAN HORNER, 1710 QUAIL CREEK DRIVE

CITIZENS WASTEWATER OVERSIGHT COMMITTEE:

TERM: 11-27-09 TO 11-27-12: MERRILL SNIDER, 1509 48TH AVENUE N.E.
TERM: 11-27-09 TO 11-27-12: JIM BURLESON, 2813 WEYMOUTH WAY
TERM: 11-27-09 TO 11-27-12: JUDITH WILKINS, 1100 WEST SYMMES STREET

DEVELOPMENT OVERSIGHT COMMITTEE FOR TIF DISTRICT NO. 2:

TERM: 01-12-10 TO 04-10-13: SONDRALONGCRIER, 3305 WOODSBORO DRIVE

ENFORCEMENT AUTHORITY:

TERM: 01-12-10 TO 09-01-12: TY HARDIMAN, 630 MILLER AVENUE

LIBRARY BOARD:

TERM: 01-12-10 TO 05-01-11: TIM MAULDIN, POST OFFICE BOX 722100

NORMAN HOUSING AUTHORITY

TERM: 11-21-09 TO 11-21-12: MIKE MCDANEL, 2620 ACACIA COURT

BOARD OF PARKS COMMISSIONERS:

TERM: 01-10-10 TO 01-10-13 DENNIS BRIGHAM, 3801 ANNALANE DRIVE
TERM: 01-10-10 TO 01-10-13 PHILLIP D. BROCKHAUS, 1136 MERRYMEN GREEN

PUBLIC ARTS BOARD

TERM: 10-23-09 TO 10-23-12: BARBARA SCHINDLER, 2000 MORGAN DRIVE

INFORMATION: In accordance with the Mayor's request, the above-described item is submitted for City Council's consideration. Sondra Longcrier will fill the unexpired vacancy left by Diana Hartley, Ty Hardiman will replace Will Mattoon, and Tim Mauldin will fill the unexpired vacancy left by Gina Mitchell. Hank Strategier, Julian Horner, Merrill Snider, Jim Burleson, Judith Wilkins, Mike McDanel, Dennis Brigham, Phillip D. Brockhaus, and Barbara Schindler are reappointments.

ACTION NEEDED: Motion to confirm or reject the appointments.

ACTION TAKEN: _____

6. ITEM: SUBMISSION OF THE 2009 ANNUAL REPORT FROM THE BOARD OF PARKS COMMISSIONERS.

INFORMATION: Section 4-501(6) of the Code of the City of Norman states that the Board of Parks Commissioners are required to provide the City Council with an annual report. In accordance therewith, the above-described report appears on City Council's agenda in order that acknowledgment of the receipt of the report may be noted in the minutes as a matter of permanent record. A copy of the report is included in the Agenda Book.

ACTION NEEDED: Motion to acknowledge receipt of the report and direct the filing thereof.

ACTION TAKEN: _____

Norman Board of Parks Commissioners

2009 ANNUAL REPORT

SUMMARY OF ACTIVITIES

JANUARY

Joan Goth was re-elected as Chair and Dennis Brigham was re-elected as Vice-Chair of the Board of Parks Commissioners. The board voted to recommend a public park for the parkland dedication requirements for the Links of Norman PUD. There was miscellaneous discussion about the Park System Master Plan currently underway.

FEBRUARY

The Board voted to approve the Sub-Committee Appointments. Rhonda Baldwin, mother of Blake Baldwin, whom the current skate park is named for, visited with the board about her group wishing to provide funding to expand the skate park. The preliminary design from Team Pain, a designer of skate parks has an estimated cost in excess of \$739,000. The board voted to recommend an ordinance for adoption by City Council requiring that the parks (excluding personal vehicles and Westwood Golf Course) become tobacco free.

MARCH

The board voted to recommend fee in lieu of land for the parkland dedication requirements for the Aspen Place addition. Jeff Hill presented the annual report on behalf of the Reaves Park Softball Association. David Lisle, Golf Pro and Ralph Cagigal, Golf Course Superintendent reported on the activities at Westwood Golf Course.

APRIL

Jerry Henshall presented the annual report from the Norman Optimist Club. Mickey Williams presented the annual report from the Norman Football Academy. Douglas Elder presented the annual report from the Firehouse Art Center. The board re-visited the proposed smoking ordinance and voted to recommend an ordinance for adoption by City Council requiring that the parks (excluding parking lots and Westwood Golf Course) become tobacco free. The board voted to recommend fee in lieu of land for the parkland dedication requirements for the Victory Park PUD.

MAY

The board voted to recommend a baseball/softball rule change to allow any player to play either baseball or softball and follow the age requirement of each sport. In addition, there is a provision that all written materials be non-gender specific. An update was given to the board on the second Park Master Plan Steering Committee meeting. The annual Spring Park tour followed the meeting.

JUNE

Jennifer Baker presented the annual report on behalf of the Sooner Theatre. Janay Jeanis reported on activities from the Forestry Division and stated that over the past year 2,896 trees have been planted in the City of Norman through private and city efforts.

JULY

The board welcomed new commissioner Chris Jingoian and presented an appreciation plaque to Commissioner Jeff Marley for his services to the board. After being approached by the Norman Public Schools administration regarding a proposal to enhance the Whittier Middle School campus the board voted to recommend pursuing a land swap for property at Eisenhower Elementary School adjacent to the 12th Ave. Recreation Center. Leah Bunny, Assistant City Attorney, reviewed the current City of Norman Ethics Policy for City Council, Boards, Commissions and Committees of the City of Norman. Board members were asked to sign a pledge and return it to the Parks and Recreation office.

AUGUST

There was no meeting in August.

SEPTEMBER

Tim Lashar, NYSA President, presented the annual report for Norman Youth Soccer Association. Jeff Hill reported on the activities of the Recreation Division.

OCTOBER

Vernon Maddux, President of the Cleveland County Historical Society and Steve Martin, Executive Director of the Moore-Lindsay Historical House Museum presented the annual report for the museum. Jim Carrillo, Director of Planning for Halff and Associates introduced the Parks System Master Plan "A Legacy for the Next Generation". The board voted to endorse the plan and recommended adoption by the City Council.

NOVEMBER

Meredith Wahpekhe, Treasurer, presented the annual report for Little Axe Youth Sports Association. David Minihan, Westwood Tennis Pro, presented on the activities of the Westwood Tennis Center.

DECEMBER

Debra Levy Martinelli presented the annual report on behalf of the Performing Arts Studio. No recommendation was made for the J & J Addition PUD. The developer will return in January with a revised plan.

- 7. ITEM: CONSIDERATION AND AWARDED OF BID NO. 0910-36 FOR THE PURCHASE OF ONE (1) FIRE ENGINE TO BE PLACED AT FIRE STATION NO. EIGHT, THE NEW WEST SIDE FIRE STATION ON 36TH AVENUE N.W.

INFORMATION: Staff has examined the bids and found them to be in order and proper as to form. Staff recommends acceptance of the bids and the subsequent awarding of the bid as indicated below. If the bid is accepted, Pierce Manufacturing is required within thirty days of City Council approval to provide a performance bond guaranteeing performance of all terms and conditions and a copy of the basic one (1) year warranty. Copies of an advisory memorandum and bid tabulation are included in the Agenda Book.

ACTION NEEDED: Motion to accept or reject all bids meeting specifications; and, if accepted, award the bid in the amount of \$664,700 to Pierce Manufacturing as the lowest and best bidder meeting specifications and authorize the Mayor to sign Performance Bond No. B-0910-44.

ACTION TAKEN: _____



office memorandum

DATE: December 28, 2009
TO: Honorable Mayor and City Council
FROM: James Fullingim, Fire Chief *JF*
SUBJECT: Bid # 0910-36 –Fire Station #8 Apparatus

Background: In May 2008, a City sales tax was approved by the voters for, among other things, the purpose of building and equipping a new fire station to be located on the west side of Norman. Last fall, Council approved contracts for the purchase of property and construction related to this new fire station. The item before Council is for the purchase of a fire engine for the new west side fire station, Fire station #8. Funds have been included in the FYE 10 budget for this purchase.

Discussion: In October 2009, invitations to bid were sent to four vendors. On November 19, 2009, bid proposals for this apparatus were opened. Three proposals from three different manufactures were received with prices ranging from \$664,700.00 to \$760,000.00. The bid submitted by Pierce Manufacturing Company for \$664,700.00 is the lowest bid meeting the minimum requirements of the specifications and was determined to be the lowest and best bid. As part of this bid, there is a provision that provides a savings of \$25,300.00 in the price of the apparatus if the City pays 80% of the purchase price at the time the order is placed. The remaining 20% would be paid after the apparatus has been received and accepted by the City.

The successful bidder is required to provide the City with a performance bond, which guarantees performance of all terms and conditions of the contract and of the Basic One (1) Year Limited Warranty agreement. The performance bond, including an option for reimbursement to the city for initial payment of contract price, shall specifically cover the performance of the contract according to its terms and conditions, as well as payment of all related bills and encumbrances. The performance bond will be in an amount equal to 100% of the contract amount and shall be dated concurrent to, or subsequent to, the date of the contract.

Recommendation: It is recommended that the purchase of the fire engine be made from Pierce Manufacturing at a total price of \$664,700.00, which includes the 80% pre-payment option. Funds for this purchase have been budgeted in the General Fund Public Safety Sales Tax, Fire Trucks account (010-6543-422.50-05) for Fiscal Year 2010.

JF
Attachments

Reviewed by: Steve Lewis, City Manager *SL*
Reviewed by: Linda Price, Revitalization Manager *LP*
Reviewed by: Anthony Francisco, Finance Director *A. Francisco*
Reviewed by: Frederick Duke, Purchasing Analyst *FD*
Reviewed by: Jeff Bryant, City Attorney *JB*

**CITY OF NORMAN
OFFICE OF THE PURCHASING AGENT
NORMAN, OKLAHOMA**

BID NO. 0910-36

TABULATION OF BIDS

The following is a tabulation of bids received by the City of Norman for a 75 foot Fire Apparatus for the Norman Fire Department. These items have been budgeted for Fiscal Year 2010 in Account 010-6543-422.50-05 General Fund, Public Safety Sales Tax, Fire Trucks.

Bidder:	Total Price:
1. Ferrara Firefighting Equipment	\$760,000.00
2. Pierce Manufacturing Company	\$690,000.00
	\$664,700.00 w/80% prepay
3. Chief Fire and Safety.	\$741,495.00

RECOMMENDATION: It is recommended that the bid be awarded to Pierce Manufacturing Company as the best bidder meeting specifications.

8. ITEM: CONSIDERATION AND AWARDED OF BID NO. 0910-37 FOR THE RAISING OF SANITARY SEWER MANHOLES FOR THE LINE MAINTENANCE DIVISION:
1. REVERSE RING AND LID
 2. RAISE MANHOLE SIX (6) INCHES
 3. RAISE MANHOLE TWELVE (12) INCHES
 4. RAISE MANHOLE EIGHTEEN (18) INCHES
 5. RAISE MANHOLE TWENTY-FOUR (24) INCHES
 6. RAISE MANHOLE THIRTY (30) INCHES
 7. RAISE MANHOLE THIRTY-SIX (36) INCHES
 8. RAISE MANHOLE EACH FOOT OVER THIRTY-SIX (36) INCHES

INFORMATION: Staff has examined the bid and found it to be in order and proper as to form. Staff recommends acceptance of the bid and the subsequent awarding of the bid as indicated below. Copies of an advisory memorandum and bid tabulation are included in the Agenda Book.

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to accept or reject the bid as meeting specifications in all sections; and, if accepted, award the bid to S.W. Gillis as the lowest and best bidder meeting specifications.

ACTION TAKEN: _____



DATE: December 15, 2009

TO: Norman Utilities Authority

FROM: David Hager, Line Maintenance Superintendent *DH*

SUBJECT: **AGENDA ITEM – BID NO. 0910-37
RAISING OF SANITARY SEWER MANHOLES**

BACKGROUND: In January 2005, the Norman Utilities Authority (NUA) approved Contract No. 0405-56 with S. W. Gillis for the raising of sanitary sewer manholes. The scope of service consists of raising sanitary sewer manholes ranging in incremental heights from six inch to a predetermined height at various locations throughout the sewer collection system.

Over the years, sanitary sewer manholes in the City have been inadvertently buried from development and citizens' landscaping concepts. Access to these manholes is necessary for scheduled maintenance and is critical when the sewer main is obstructed. Without access to the sewer main to remove the obstruction, the main can become surcharged and overflow, causing personal property damage and environmental impacts.

DISCUSSION: On December 3, 2009 bids were opened on Bid No. 0910-37 for Raising Sanitary Sewer Manholes for the Utility Line Maintenance Division. This bid provides for the purchase, on an "as-needed" basis, of construction services and materials required to affect the rehabilitation of manholes throughout the City's collection system. Proposals were mailed to three (3) possible providers of the above work; one proposal was received.

According to a survey of no bid providers, costs associated with mobilization and volume of service rendered at one time on an "as needed basis" contract is cost prohibitive. This bid may be renewed for up to five (5) years, with the agreement of both parties. If approved, Bid No. 0910-37 will increase prices 4% over 2005 bid prices for costs associated with fuel and petroleum-based sealant materials.

RECOMMENDATION: It is recommended that Bid No. 0910-37 be awarded to S. W. Gillis as the lowest and sole bidder meeting specifications per attached bid tabulation. Estimated expenditures for the remainder of FYE10 are \$16,000, with remaining purchases to be made during FYE11. Funds are available in account number 321-5552-432.42-29 Maintenance & Repair Services.

321-5552-432.42-29 Maintenance and Repair Services \$16,310.00 FYE 10

Reviewed by: Ken Komiske, Utilities Director *KK*
 Reviewed by: Frederick Duke, Procurement Analyst *FD*
 Reviewed by: Clint Mercer, Chief Accountant *CM*
 Reviewed by: Anthony Francisco, Finance Director *A: Francisco*
 Reviewed by: Jeff Bryant, City Attorney *KW JB*
 Reviewed by: Steve Lewis, City Manager *SL*

DH:pj
 Copies: John McCarrell, Sewer Maintenance Supervisor
 file

office memorandum

LINE MAINTENANCE DIVISION - TABULATION OF BIDS
BID NO. 0910-37 – December 3, 2009

RAISING OF SANITARY SEWER MANHOLES	S. W. GILLIS	DAVID KROPF CONSTRUCTION	TTK CONSTRUCTION
SECTION 1 Reverse Ring and Lid	\$ 70.00	No Bid	No Bid
SECTION 2 Raise MH 6 inches	\$ 130.00	No Bid	No Bid
SECTION 3 Raise MH 12 inches	\$ 190.00	No Bid	No Bid
SECTION 4 Raise MH 18 inches	\$ 250.00	No Bid	No Bid
SECTION 5 Raise MH 24 inches	\$ 310.00	No Bid	No Bid
SECTION 6 Raise MH 30 inches	\$ 400.00	No Bid	No Bid
SECTION 7 Raise MH 36 inches	\$ 450.00	No Bid	No Bid
SECTION 8 Each foot over 36 inches	\$ 250.00	No Bid	No Bid

RECOMMENDATION: That Bid No. 0910-37 be awarded as follows:

Sections 1 through 8 be awarded to S. W. Gillis as the lowest bidder meeting all of the specifications.

Contract prices are effective through January 31, 2011.

Forwarded by: David Hager, Line Maintenance Superintendent

9. ITEM: CONSIDERATION OF THE ACCEPTANCE OF A DONATION IN THE AMOUNT OF \$1,500 FROM THE WAL-MART FOUNDATION TO SUPPORT THE ANNUAL NORMAN POLICE AND FIRE CHILI SUPPER BENEFITING THE CLEVELAND COUNTY CHRISTMAS STORE.

INFORMATION: The Wal-Mart Foundation has donated \$1,500 to the Norman Police and Fire Chili Supper which is an annual fundraiser with proceeds benefiting the Cleveland County Christmas Store. Section 8-111 of the City Code states that all donations valued above \$250 to be received by the City of Norman, whether in the form of monies or any other thing of value, shall be required to be accepted by the Council of the City of Norman prior to any use or disbursement of such monies or thing of value by or to any City operation or cause. In accordance therewith, the above-described item is submitted for City Council's consideration. A copy of an advisory memorandum is included in the Agenda Book.

ACTION NEEDED: Motion to accept or reject a donation in the amount of \$1,500 from the Wal-Mart Foundation to support the Norman Police and Fire Chili Supper benefiting the Cleveland County Christmas Store; and, if accepted, increase Contributions-Organizations (010-0000-365.13-73) by \$1,500, appropriate \$1,500 to Miscellaneous Services/Contributions-Organizations (010-1087-411.47-41), and direct payment in the amount of \$1,500 to the Cleveland County Christmas Store.

ACTION TAKEN: _____



Date: December 22, 2009

To: Honorable Mayor and City Council Members

From: Phil Cotten 
Chief of Police

Subject: Acceptance of Donation and Appropriation to Christmas Store

Discussion

The Norman Police Department and the Oklahoma University Police Department along with the Norman Fire Department is sponsoring its annual Chili Supper to benefit the Cleveland County Christmas Store on January 07, 2010. The Wal-Mart Foundation made a donation of \$1500.00 to this event to support the Christmas Store. The Wal-Mart Foundation, in error, made their donation payable to the City of Norman Police Department. In order to cash the check and make the donation to the Christmas Store as it was intended, the City must accept the donation and appropriate the funds for payment to the Christmas Store as it was intended.

Recommendation

It is recommended the City of Norman gratefully accept the donation of \$1500.00 from the Wal-Mart Foundation into Contributions-Organizations (010-0000-365.13-73) and appropriate funds to Contributions-Organizations (010-1087-411.47-41) for payment to the Cleveland County Christmas Store.

PC/jn

Reviewed by: Steve Lewis, City Manager 
 Jeff H. Bryant, City Attorney 
 Anthony Francisco, Finance Director 

10. ITEM: CONSIDERATION OF GRANTING THE FOLLOWING EASEMENTS IN CONNECTION WITH FIRE STATION NO. EIGHT LOCATED ON 36TH AVENUE N.W., ONE-FOURTH MILE NORTH OF TECUMSEH ROAD:

<u>EASEMENT NO.</u>	<u>GRANTOR</u>	<u>EASEMENT</u>
E-0910-41	CITY OF NORMAN	WATER
E-0910-42	CITY OF NORMAN	ROADWAY, DRAINAGE, AND UTILITIES
E-0910-43	CITY OF NORMAN	DRAINAGE

INFORMATION: Fire Station No. Eight will be built on 36th Avenue N.W. approximately one-fourth mile north of Tecumseh Road. Because the new building will be placed on a subdivided parcel, it was deemed appropriate that the City of Norman should plat the property. Because the property is less than three acres in size, the platting process utilized was the Short Form Plat. With short form platting, easements and rights-of-way are not recorded at the Cleveland County Clerk’s Office; therefore, Staff has prepared the above-described easements to provide right-of-way for roadway, drainage, and utilities improvements to be filed with Short Form Plat No. SFP-0910-1 for Fire Station No. Eight. Staff has examined the easements and found them to be in order and proper as to form. Staff recommends the easements be granted. Copies of an advisory memorandum, easements, and location map are included in the Agenda Book.

ACTION NEEDED: Motion to grant or deny the easements; and, if granted, direct the execution and filing thereof with Short Form Plat No. SFP-0910-1.

ACTION TAKEN: _____



office memorandum

Date: December 21, 2009
To: Honorable Mayor and Councilmembers
From: Ken Danner, Development Manager *KD*
Subject: Agenda Item - Easement Nos. E-0910-41, E-0910-42, and E-0910-43 serving proposed Fire Station No. 8

BACKGROUND:

Fire Station No. 8, located on 36th Avenue NW north of Tecumseh Road, is the City's next new fire station to be built. Funding for this project was made possible by the Public Safety Sales Tax approved by the voters in May, 2008. The City purchased two (2) acres of property for this project from the Catholic Archdiocese of Oklahoma City.

Because Fire Station No. 8 is a new building on a subdivided parcel of property, it was deemed appropriate that the City of Norman should plat the property. Because the property is less than three (3) acres in size, the platting process utilized was the Short Form Plat. Planning Commission approved the Short Form Plat No. SFP-0910-1 at its meeting of December 10, 2009. With short form platting, easements and rights-of-way are not recorded at the Cleveland County Clerk's office. Therefore, it is the opinion of staff that the easements and right-of-way for roadway, drainage and utility improvements for Fire Station No. 8 be submitted to City Council for approval. Subject to City Council approval, the easements and rights-of-way will then be filed with the Short Form Plat No. SFP-0910-1.

DISCUSSION:

Staff has prepared and reviewed the easements and rights-of-way. The Legal Department has reviewed the documents and found them to be in order and proper as to form.

RECOMMENDATION:

Based upon the above information, it is the recommendation of staff that Easement Nos. E-0910-41, E-0910-42 and E-0910-43 to be utilized for right-of-way, water lines and drainage (detention) be approved. Subject to City Council approval, the easements will be filed of record with the Short Form Plat No. SFP-0910-1.

tf

Reviewed by: Bob Hanger, City Engineer *BH*
Shawn O'Leary, Director of Public Works *SO*
James Fullingim, Fire Chief *JF*
Jeff Bryant, City Attorney *JB*
Steve Lewis, City Manager *SL*

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, City of Norman in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a public utility easement and right-of-way over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

EXHIBIT "A"

with the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a public utility(ies) and/or roadway(s) as indicated below:

Water Line

To have and to hold the same unto the said City, its successors, and assigns forever.

SIGNED and delivered this ___ day of ___, 200__.

BY: _____
City Clerk

BY: _____
Mayor

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this ___ day of _____, 200__, personally appeared _____

_____, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Notary Public

My Commission Expires: _____

Approved as to form and legality this 30 day of December, 2009.

City Attorney

Approved and accepted by the Council of the City of Norman, this ___ day of _____, 200__.

Mayor

ATTEST:

City Clerk

SEAL:

Fire Station No. 8

Waterline Utility Easements – W1 and W2 respectively

A strip, piece or parcel of land lying in the Northwest (NW1/4) of the Southwest (SW1/4) of Section Eleven (11), Township 9 North, Range 3 West of the Indian Meridian, Cleveland County Oklahoma, being more particularly described as follows:

Commencing at the Southwest corner of said Northwest Quarter (NW/4) of the Southwest Quarter (SW/4);

Thence North along the west line of said Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) a distance of 41.50 feet and East parallel with the South line of said Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) a distance of 50.00 feet to the point of Beginning;

Thence East along a line parallel with the South line of said Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) a distance of 190.00 feet;

Thence South along a line parallel with the West line of said Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) a distance of 15.00 feet;

Thence West along a line parallel with the South line of said Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) a distance of 190.00 feet;

Thence North parallel to the west line of said Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) a distance of 15.00 feet to the Point of Beginning;

And

Commencing at the Southwest corner of said Northwest Quarter (NW/4) of the Southwest Quarter (SW/4);

Thence North along the west line of said Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) a distance of 202.00 feet and East parallel with the South line of said Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) a distance of 50.00 feet to the point of Beginning;

Thence East along a line parallel with the South line of said Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) a distance of 39.00 feet;

Thence South along a line parallel with the West line of said Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) a distance of 15.00 feet;

Thence West along a line parallel with the South line of said Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) a distance of 39.00 feet;

Thence North parallel to the west line of said Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) a distance of 15.00 feet to the Point of Beginning;

The total containing 3,435 square feet or 0.079 Acres more or less.

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, City of Norman in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a drainage roadway and utility easement over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

Exhibit "A"

with the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a drainage easement as indicated below:

Drainage, roadway and utilities

To have and to hold the same unto the said City, its successors, and assigns forever.

SIGNED and delivered this ____ day of _____, 200 .

BY: _____
City Clerk

BY: _____
Mayor

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____ of _____, 200 personally appeared

_____, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Notary Public

My Commission Expires: _____

Approved as to form and legality this 30 day of December, 2009

[Signature]
City Attorney

Approved and accepted by the Council of the City of Norman, this ____ day of _____, 200 .

Mayor

ATTEST:

City Clerk

SEAL:

EXHIBIT "A"

E-0910-42

17' WIDE RIGHT-OF-WAY EASEMENT – R1

A strip, piece or parcel of land lying in the Northwest (NW1/4) of the Southwest (SW1/4) of Section Eleven (11), Township 9 North, Range 3 West of the Indian Meridian, Cleveland County Oklahoma, being more particularly described as follows:

Commencing at the Southwest corner of said Northwest Quarter (NW/4) of the Southwest Quarter (SW/4);

Thence West along the south line of said Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) a distance of 33.00 feet to a point on the east statutory Right-of-Way line of said Quarter Section to the point of Beginning;

Thence North parallel to the west line of said Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) a distance of 258.00 feet;

Thence East along a line parallel with the South line of said Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) a distance of 17.00 feet;

Thence South along a line parallel with the West line of said Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) a distance of 258.00 feet to a point on the said Northwest Quarter (NW/4) of the Southwest Quarter (SW/4);

Thence West along the South line of said Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) a distance of 17.00 feet to the Point of Beginning;

The total containing 4,385 square feet or 0.100 Acres more or less.

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, City of Norman in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a drainage easement over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

EXHIBIT "A"

with the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a drainage easement as indicated below:

Drainage

To have and to hold the same unto the said City, its successors, and assigns forever.

SIGNED and delivered this ___ day of _____, 200 .

BY: _____ City Clerk

BY: _____ Mayor

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this ___ day of _____ of _____, 200 personally appeared

_____, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Notary Public

My Commission Expires: _____

Approved as to form and legality this 30 day of December, 200 .

City Attorney

Approved and accepted by the Council of the City of Norman, this ___ day of _____, 200 .

Mayor

ATTEST:

City Clerk

SEAL:

EXHIBIT "A"
E-0910-43

STORM WATER DRAINAGE EASEMENT – D1

A strip, piece or parcel of land lying in the Northwest (NW1/4) of the Southwest (SW1/4) of Section Eleven (11), Township 9 North, Range 3 West of the Indian Meridian, Cleveland County Oklahoma, being more particularly described as follows:

Commencing at the Southwest corner of said Northwest Quarter (NW/4) of the Southwest Quarter (SW/4);

Thence North along the west line of said Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) a distance of 258.00 feet and East parallel with the South line of said Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) a distance of 50.00 feet to the point of Beginning;

Thence East along a line parallel with the South line of said Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) a distance of 263.00 feet;

Thence South along a line parallel with the West line of said Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) a distance of 258.00 feet;

Thence West along the South line of said Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) a distance of 36.00 feet;

Thence North along a line parallel with the said Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) a distance of 20.00 feet;

Thence North 45°00'00" West a distance of 14.00 feet;

Thence North 10°00'00" East a distance of 20.00 feet;

Thence East along a line parallel with the South line of said Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) a distance of 19.00 feet;

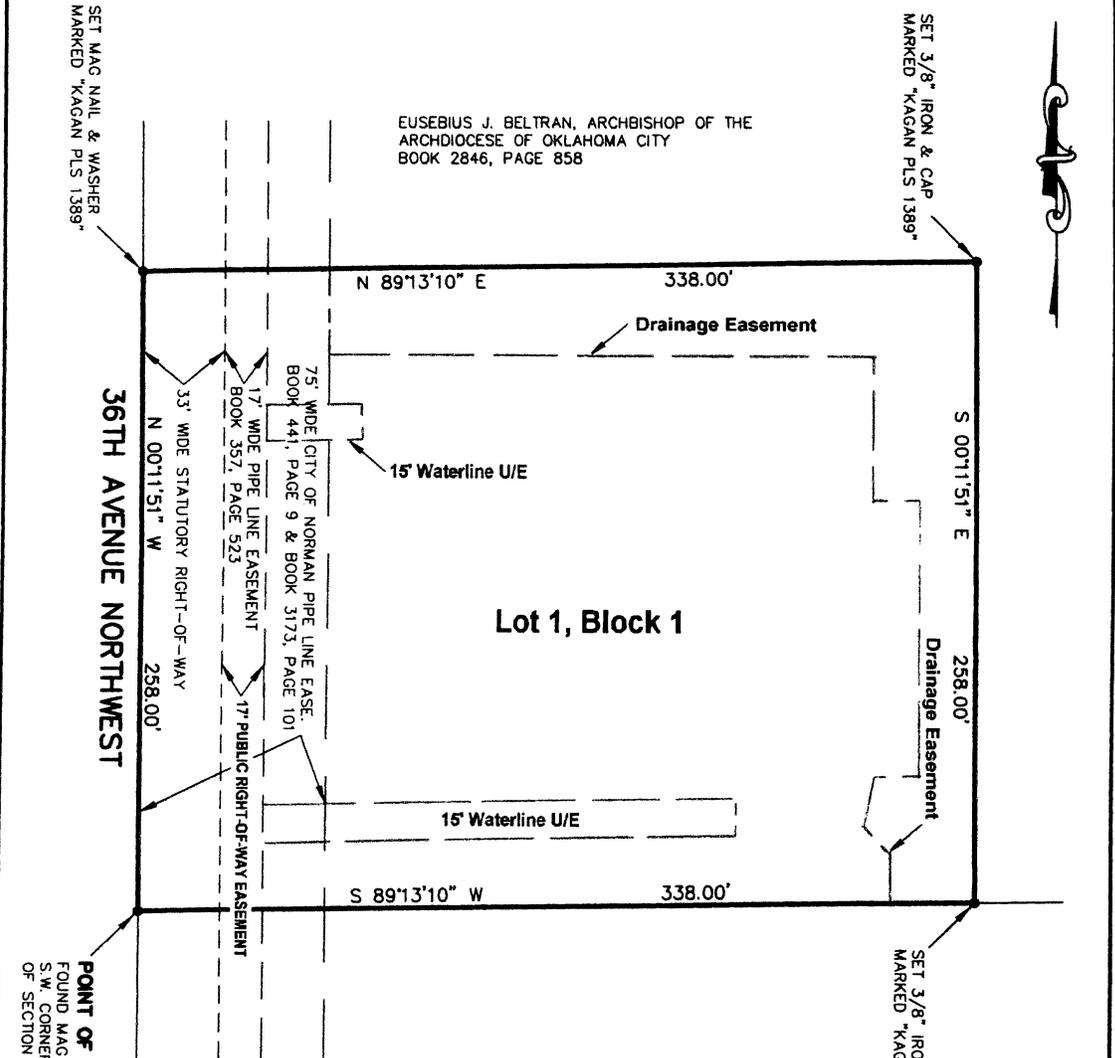
Thence North parallel to the west line of said Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) a distance of 111.00 feet;

Thence North 90°00'00" West a distance of 220.64 feet;

Thence North parallel to the west line of said Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) a distance of 36.34 feet to the Point of Beginning;

The total containing 17,046 square feet or 0.391 Acres more or less.

FIRE STATION NO. 8

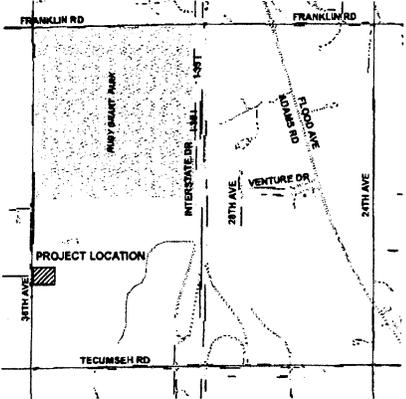


EUSEBIUS J. BELTRAN, ARCHBISHOP OF THE
ARCHDIOCESE OF OKLAHOMA CITY
BOOK 2846, PAGE 858

Lot 1, Block 1

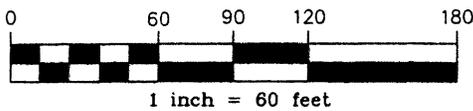
CARROLL FAMILY, LLC

POINT OF BEGINNING
 FOUND MAG NAIL & WASHER MARKED "S.R.B.", AT THE
 S.W. CORNER OF THE N.W. QUARTER OF THE S.W. QUARTER
 OF SECTION 11, TOWNSHIP 9 NORTH, RANGE 3 WEST.



VICINITY MAP

NOTE:
 The attached legal descriptions are provided
 for water lines, storm water detention and
 public right-of-way. If at such time as the City
 of Norman ever sells the property, the City of
 Norman will execute and provide easements to
 the new owner/owners.





ATLAS

Surveying Services
 P.O. BOX 5851, NORMAN, OK 73070-5851
 L.B. # 2824, EXP. DATE 6-30-10, PH. # (405)360-9904

SHORT FORM PLAT

SHEET 1 OF 2

DATE: 10/17/09	REVISED:
DRAWN BY: B. KAGAN	FIELD: B.K. P.F.

S-736

11. ITEM: CONSIDERATION OF GRANTING THE FOLLOWING EASEMENT TO OKLAHOMA NATURAL GAS COMPANY, A DIVISION OF ONEOK, IN LION'S MEMORIAL PARK LOCATED AT 514 PARKSIDE ROAD ADJACENT TO TRUMAN ELEMENTARY SCHOOL:

<u>EASEMENT NO.</u>	<u>GRANTOR</u>	<u>EASEMENT</u>
E-0910-44	CITY OF NORMAN	UTILITIES

INFORMATION: The above-described easement will provide right-of-way to Oklahoma Natural Gas Company, a Division of ONEOK, to install a new gas line across Lion's Memorial Park located at 514 Parkside Road adjacent to Truman Elementary School. Staff has examined the easement and found it to be in order and proper as to form. Staff recommends the easement be granted. Copies of an advisory memorandum, easement, and location maps are included in the Agenda Book.

ACTION NEEDED: Motion to grant or deny the easement; and, if granted, direct the execution thereof.

ACTION TAKEN: _____



office memorandum

DATE: December 21, 2009

TO: Mayor and City Council Members

FROM:  Jud Foster, Director of Parks and Recreation

SUBJECT: Agenda Item – Consideration of a Proposed Grant of Easement and Right of Way to Oklahoman Natural Gas Company from the City of Norman

BACKGROUND: In November of this year we were approached by Oklahoma Natural Gas Company (ONG) with a proposal to acquire an easement and right of way in a portion of Lions Memorial Park in the City of Norman. The park is located adjacent to Truman Elementary School, in the Quailbrook Addition, west of 36th Avenue NW and between Robinson and Main Streets. ONG is interested in acquiring the easement and Right of Way totaling .07 acres for the purpose of installing a larger natural gas line to better serve the neighborhood adjacent to the park. The location of the request is delineated on the attached map and aerial photograph. The requested easement is for a 10 foot wide by 303 foot long area that crosses Lions Memorial Park from east to west, as shown. The east end of this proposed easement will connect to an existing ONG line of pipe, which will be used to increase the gas pressure in the subject area.

DISCUSSION: ONG has prepared the necessary documentation to request the easement and Right of Way. Park planning staff has visited the site and determined that the granting of this request will not interfere with any current or planned future development of the park. The park is a 10 acre site with multiple activities offered to the neighborhood residents, including large expanses of practice sports fields, where the land being discussed in this item lies.

This proposal would be beneficial to the neighborhood by allowing ONG to provide better service pressure to the residential customers in that area. Any future projects planned at the park site would not be affected by this action.

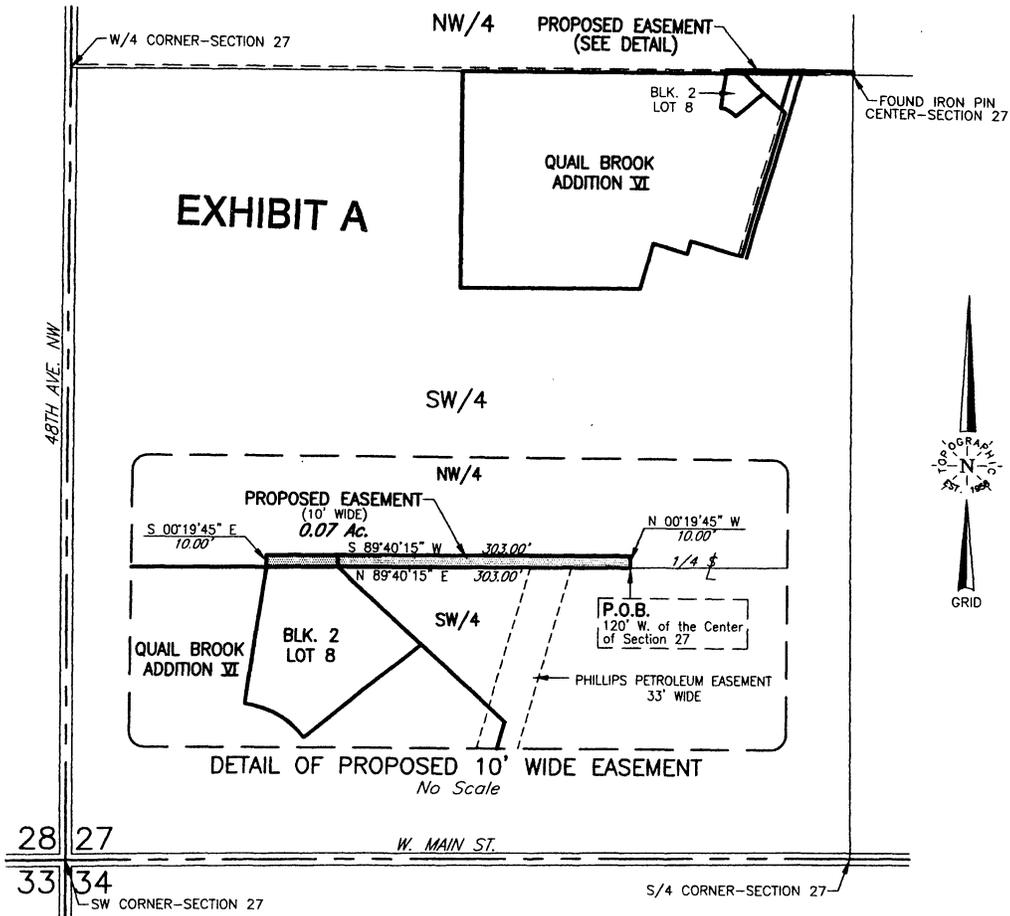
RECOMMENDATION: It is recommended that City Council approve the grant of Easement and Right of Way to Oklahoma Natural Gas Company and authorize the City Attorney to execute a Right of Way Agreement to that effect.

Attachments:
Right of Way Agreement
Property Description
Aerial Photograph

Reviewed by: Steve Lewis, City Manager 

Reviewed by: Jeff Bryant, City Attorney 

T 9 N - R 3 W



METES AND BOUNDS DESCRIPTION: (PROPOSED 10' WIDE EASEMENT)

BEGINNING at a point 120.00 feet West of the Center of Section 27, T9N - R3W, Cleveland County, Oklahoma, said point being the Southeast Corner of a proposed 10 feet wide Easement:
 THENCE N 00°19'45" W a distance of 10.00 feet;
 THENCE S 89°40'15" W a distance of 303.00 feet;
 THENCE S 00°19'45" E a distance of 10.00 feet;
 THENCE N 89°40'15" E a distance of 303.00 feet to the POINT OF BEGINNING.
 Said Proposed 10' Wide Easement contains 0.07 Acre of land more or less.

SURVEYOR'S CERTIFICATE:

I, Virgil R. Rogers, Oklahoma Registered Professional Land Surveyor, No. 569, do hereby certify that this plat represents the results of a survey made on-the-ground.

Virgil R. Rogers

Virgil R. Rogers, R.P.L.S. No. 569



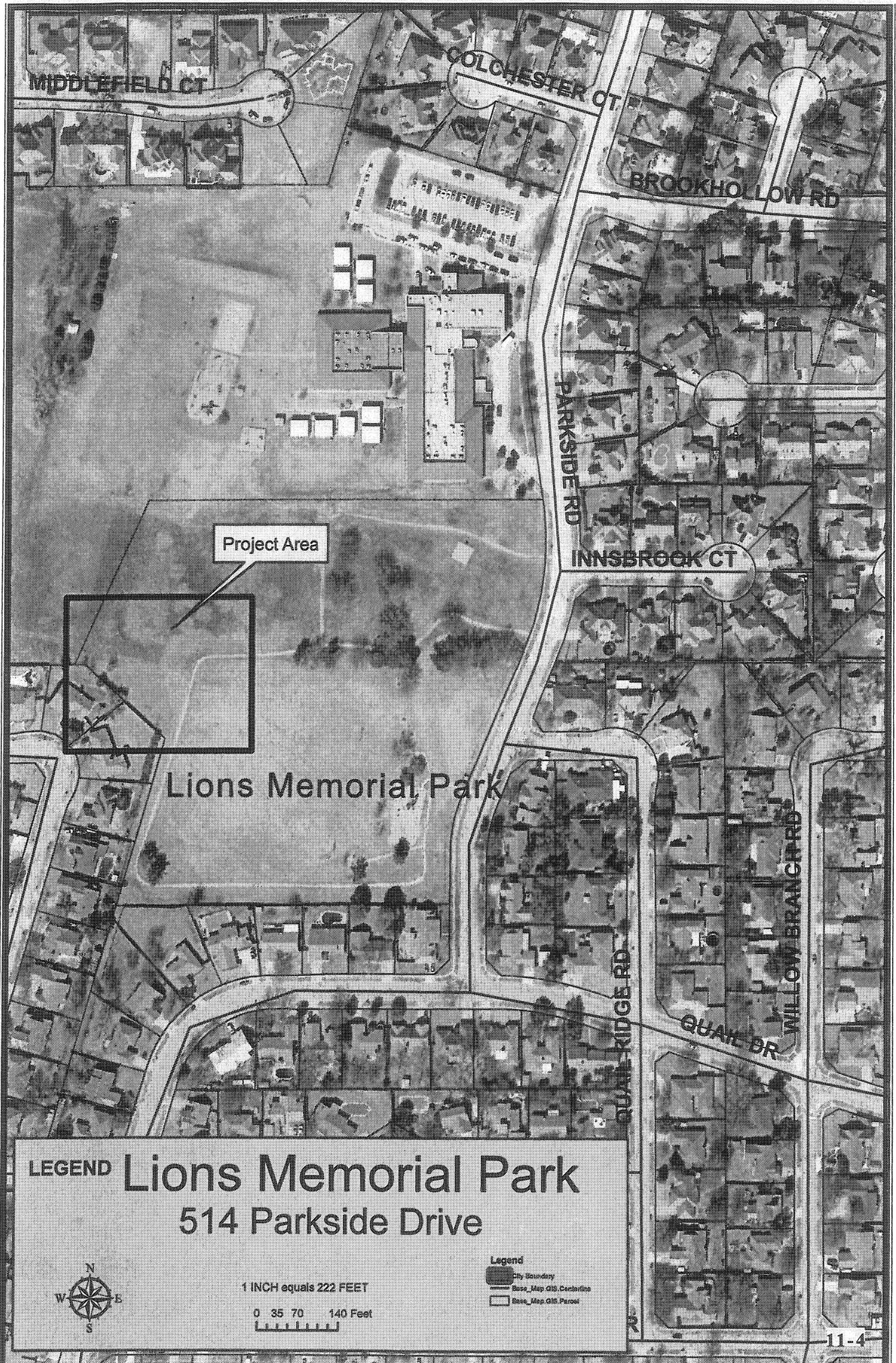
PLAT SHOWING

**PROPOSED EASEMENT IN THE
 NW/4 OF SECTION 27, T9N - R3W
 CLEVELAND COUNTY, OKLAHOMA**

NOTE:

The ties and footages shown on this plat are from lines of occupation from a survey made on-the-ground and/or bearings and distances from the General Land Office Plat of the area shown and may not be the actual property corners. This plat DOES NOT represent a true boundary survey.

				This plat was prepared exclusively for		SCALE: 1" = 500'	
				OKLAHOMA NATURAL GAS		DATE: 12-3-09	
				NORMAN, OKLAHOMA		FILE: G2143B.DWG	
				and may not be relied upon by any other entity without the written consent of Topographic Land Surveyors of Oklahoma.		DRAWING NUMBER: 115052-G2-143-B	
NO.	REVISION	DATE	BY	SURVEYING AND MAPPING BY TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA 6709 N. Classen, Okla. City, OK. 73116 (405) 843-4847 Certificate of Authorization No. 1293, Exp. June 30, 2011		SHEET 1 OF 1	
SURVEY BY: JF 11-13-09							
DRAWN BY: RKM							
APPROVED BY: VRR							



MIDDLEFIELD CT

COLCHESTER CT

BROOKHOLLOW RD

PARKSIDE RD

INNSBROOK CT

Project Area

Lions Memorial Park

QUAIL RIDGE RD

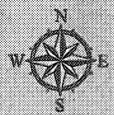
QUAIL DR

WILLOW BRANCH RD

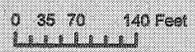
LEGEND

Lions Memorial Park

514 Parkside Drive



1 INCH equals 222 FEET



Legend

- City Boundary
- Base_Map GIS Centerline
- Base_Map GIS Parcel

12. ITEM: CONSIDERATION OF FINAL ACCEPTANCE AND FINAL PAYMENT OF CONTRACT NO. K-0607-107 BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND URBAN CONTRACTORS, INC., FOR THE ARSENIC REMOVAL DEMONSTRATION SYSTEM PROJECT ON WATER WELL NO. 31.

INFORMATION: The Norman Utilities Authority, in its meeting of February 27, 2007, approved Contract No. K-0607-107 with Urban Contractors, Inc., in the amount of \$387,050 for the above-described project. The project is completed and all work meets or exceeds specifications. Based upon the above information, it is recommended that the project be accepted and final payment in the amount of \$63,159.38 be made to Urban Contractors, Inc. Copies of an advisory memorandum and purchase order are included in the Agenda Book.

ACTION NEEDED: Acting as the Norman Utilities Authority, motion to accept or reject the project; and, if accepted, direct final payment in the amount of \$63,159.38 to Urban Contractors, Inc.

ACTION TAKEN: _____

office memorandum



DATE: December 17, 2009

TO: Norman Utilities Authority

FROM: Geri Wellborn, Laboratory Manager *GW*

SUBJECT: Agenda Item: Final Acceptance of 1 year Well-head Arsenic Removal Demonstration Project and Authorization to Make Final Payment, Contract K-0607-107, Project No. WA0253

BACKGROUND: On February 21, 2007 the Norman Utilities Authority (NUA) approved Contract K-0607-107 with Urban Contractors, Inc to provide a 1 year Well-head Arsenic Removal Demonstration Project at Water Well #31. This water well had been inactive since 2006 when The Environmental Protection Agency (EPA) lowered the maximum allowable limit of arsenic in drinking water from 50ug/L to 10ug/L. Since that time Staff has participated in several joint projects with EPA and USGS investigating and learning about the occurrence of arsenic in the ground water of the Garber Wellington Aquifer. It became clear through this work; if these assets were going to be recovered the City would need to treat the water to remove the arsenic. The decision was made to conduct a 1 year demonstration project to provide the City with a cost analysis for well-head treatment of arsenic. The City received 4 proposals for this project. The proposal from Urban Contractors working with Garver Engineers and Severn Trent was chosen.

DISCUSSION: To date the system has produced 64.5 million gallons into the distribution system. Staff is reviewing a report from Garver Engineers evaluating the results and cost projections should the system be made permanent. Staff will provide the NUA with a recommendation shortly. At this time the demonstration period is complete and a final payment of \$63,159.38 is due.

Staff recognizes the 1 year demonstration period is complete and all contract requirements have been met. Staff hereby recommends final payment in the amount of \$63,159.38.

RECOMMENDATION: Staff recommends acceptance of 1 year Well-head Arsenic Removal Demonstration Project and authorization to make final payment to Urban Contractors, Inc. in the amount of \$63,159.38.

Enclosures

Reviewed By: Mark Daniels, Utilities Engineer *MD*

Reviewed By: Kenneth Komiske, Utilities Director *KK*

Reviewed By: Anthony Francisco, Finance Director *A. Francisco*

Reviewed By: Susan Connors, Planning & Community Dev. Director *SFC*

Reviewed By: Linda Price, Revitalization Manager *LP*

Reviewed By: Jeff Bryant, City Attorney *JB*

Reviewed By: Steve Lewis, City Manager *SL*



The City of
NORMAN

PURCHASE ORDER

PAGE: 1

INVOICE TO:
City of Norman
WATER TREATMENT PLANT
3000 E ROBINSON STREET
NORMAN, OK 73071

P.O. #: 144117

DATE: 03/12/07

CONTRACTORS INCORPORATED
1001 E 15TH ST
TULSA CITY, OK 73157

SHIP TO:
City of Norman
WATER TREATMENT PLANT
3000 E ROBINSON STREET
NORMAN, OK 73071

SHIP VIA:
BEST WAY

F.O.B.
DESTINATION

TERMS
NET/30

BY

FREIGHT

REQ. NO.
126173

REQUISITIONED BY
LYNN DAVIS

REQ. NO.
126173

REQ. DATE
02/02/07

QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	EA	DESIGN, PURCHASE & INSTALLATION OF ARSENIC REMOVAL SYSTEM ON WATER WELL 31. CONTRACT K-0607-107.	1.0000	387050.00
			SUB-TOTAL	387050.00
			TOTAL	387050.00

Change Order No. 1 to Contract K-0607-107
Contingent on NUA Approval 12-09-08

+ 12,307.00
399,357.00

Partial payments to date - 336,197.62

Balance \$ 63,159.38

13. ITEM: CONTRACT NO. K-0910-126: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND BUCHER, WILLIS, AND RATLIFF (BWR), INC., IN THE AMOUNT OF \$29,000 TO PROVIDE ENGINEERING SERVICES FOR THE DESIGN OF THE JEFFERSON ELEMENTARY/LONGFELLOW MIDDLE SCHOOL PROJECT IN CONNECTION WITH SAFE ROUTES TO SCHOOL AGREEMENT NO. 1008 WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION AND BUDGET APPROPRIATION.

INFORMATION: The above-described contract has been examined by the Assistant City Attorney and found to be in order and proper as to form. Staff recommends approval of the contract. Copies of an advisory memorandum, contract, and purchase requisition are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject Contract No. K-0910-126 with BWR, Inc., in the amount of \$29,000; and, if approved, authorize the execution thereof and appropriate \$29,000 from the Capital Fund Balance (050-0000-253.20-00) to Project No.0072, Longfellow/Jefferson Safe Routes, Design (050-9082-431.62-01).

ACTION TAKEN: _____



office memorandum

DATE: December 18, 2009
TO: Honorable Mayor and City Council
FROM: Michael D. Rayburn, Staff Engineer – Traffic Division *MR*
SUBJECT: Agenda Item: Safe Routes to School Program – Jefferson/Longfellow Project

1. Appropriation of funding for Contract No. K-0910-126
2. Approval of Contract No. K-0910-126 for Engineering Services for the design of infrastructure improvements for the Jefferson-Longfellow Schools Project of the Safe Routes to School Program

BACKGROUND:

The City of Norman, sponsor of an application with the Norman Public Schools, was chosen to receive funding in the first Oklahoma cycle (for the combined years 2006-2009) of the federal Safe Routes to School Program. This is a 100% reimbursable program. The only local project selected by the Oklahoma Department of Transportation (ODOT), the program’s administrator in Oklahoma, was for the Jefferson Elementary / Longfellow Middle Schools.

The funds granted for the Jefferson/Longfellow project include \$198,900 for infrastructure and \$5,000 for non-infrastructure activities. In addition, the City has committed \$1,000 for certain striping and signing activities associated with the infrastructure improvements, the Norman Police Department another \$100 for safety training, and another \$600 from Norman Regional Hospital and Buchanan Bicycles for incentives. These local fund commitments were important factors in getting the project selected. From the September 10, 2009 Notice to Proceed from ODOT, there is a two-year time limit for preparing plans and constructing the infrastructure improvements, and a one-year time limit to do the proposed non-infrastructure activities.

The scope of the infrastructure part of the project includes improvements of sidewalks and ramps around the schools, installation of 11 traffic calming speed tables on streets next to the schools, installation of an in-pavement lighted crosswalk across Main Street at Cockrel Avenue, installation of bicycle racks at Longfellow School, and construction of mast arm flashers to replace the conventional school beacons on the Classen Boulevard-Porter Avenue (US77) corridor which runs near the Longfellow Middle School and nearby Lincoln Elementary School (which is within 1 mile of the Jefferson/Longfellow Schools).

DISCUSSION:

Since this is a refundable program, it was necessary to set up Capital Fund Construction Account No. 050-9082-431.61-01 (TR-0072) to pay and track the payment of invoices for this project. Currently, there is \$200,600 in this account, which has been set aside to fund the infrastructure component of the project. The \$5,000 non-infrastructure component will be initially funded by Norman Public Schools.

On May 26, 2009, the City Council approved Contract No. K-0809-151, the Safe Routes to School Project Agreement Number 1008 for Federal-aid Project Number SRS-155F(709)ST and SRS-155F(710)ST, State Job 26337(04)ST and 26337(05)ST, between the City of Norman and the Oklahoma Department of Transportation. It was the intent of the City staff to prepare the construction plans in-house, inspect the construction work, and utilize existing on-going construction contracts to stretch the funds as far as possible. However, after the application was submitted and selected, ODOT notified the City that the federal grant does not allow a sponsor to both prepare plans and inspect the construction. ODOT contracted with the engineering firm of Bucher, Willis, and Ratliff, Inc. (BWR) of Oklahoma City to be available to cities needing a consulting engineer to expeditiously prepare plans for these projects. Therefore, the City negotiated with BWR, Inc. to prepare engineering plans and specifications for this project. The fee proposed by BWR, Inc. to prepare the plans for this project is \$29,000.

The fee for the design of infrastructure plans for the Jefferson/Longfellow Safe Routes to School project will need to be appropriated from the Capital Fund Balance (Account No. 050-0000-253.20-00), and is non-refundable.

RECOMMENDATION NO. 1:

Staff recommends an appropriation of \$29,000 from the Capital Fund Balance (Account No. 050-0000-253.20-00) to the capital project Safe Routes to School account (Account No. 050-9082-431.62-01 (TR-0072)) to fund the design of infrastructure plans for the Jefferson/Longfellow Safe Routes to School Project.

RECOMMENDATION NO. 2:

Staff recommends approval of Contract No. K-0910-126 with BWR, Inc., consulting engineers, in the amount of \$29,000.

Reviewed by: Steve Lewis, City Manager 
Shawn O'Leary, Director of Public Works 
Jeff Bryant, City Attorney 
Susan Connors, Director of Planning & Community Development 
Linda Price, Revitalization Manager 
Anthony Francisco, Director of Finance 
Clint Mercer, Chief Accountant 
Frederick Duke, Procurement Analyst 

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and Bucher, Willis & Ratliff Corporation (CONSULTANT) for the following reasons:

1. OWNER intends to construct the Norman Safe Routes to School Project (the Project); and,
2. OWNER requires certain professional survey, design, analysis and engineering services in connection with the Project (the Services); and,
3. CONSULTANT is prepared to provide the Services.

In consideration of the promises contained in this Agreement, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be ___ day of _____, 20__.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oklahoma.

ARTICLE 3 - SCOPE OF SERVICES

CONSULTANT shall provide the Services described in Attachment A, Scope of Services.

ARTICLE 4 - SCHEDULE

CONSULTANT shall exercise its reasonable efforts to perform the Services described in Attachment A according to the Schedule set forth in Attachment B.

ARTICLE 5 - COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation. Invoices shall be due and payable upon receipt. OWNER shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

OWNER shall be responsible for all matters described in Attachment D, OWNER'S Responsibilities. OWNER hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by OWNER to CONSULTANT. If OWNER does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to CONSULTANT, OWNER shall obtain a license or right to use, including the right to sublicense to CONSULTANT. OWNER hereby grants CONSULTANT the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the Services. OWNER represents that CONSULTANT'S use of such documents will not infringe upon any third parties' rights.

ARTICLE 7 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

ARTICLE 8 - INDEMNIFICATION AND LIABILITY

Indemnification. The CONSULTANT and the OWNER each hereby agree to defend, indemnify, and hold harmless the other party, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the indemnifying party in the performance of services under this Agreement. The CONSULTANT and the OWNER each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims. In any and all claims asserted by any employee of the CONSULTANT against any indemnified party, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT or any of the CONSULTANT'S employees under workers' compensation acts, disability benefit acts, or other employee benefit acts. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the CONSULTANT shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to the OWNER at common law.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 9 - INSURANCE

During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance:

- (a) General Liability Insurance, with a limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- (b) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 for each occurrence.
- (d) Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

CONSULTANT shall, upon written request, furnish OWNER certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to OWNER. OWNER shall require all Project contractors to include OWNER, CONSULTANT, and its parent company, affiliated and subsidiary entities, directors, officers and employees, as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both OWNER and CONSULTANT, each to the same extent

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to CONSULTANT, to fulfill contractual responsibilities to OWNER or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services. In the event the OWNER requests CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to CONSULTANT for review at least 15 days prior to the requested date of execution. CONSULTANT shall not be required to execute any certificates or documents that in any way would, in CONSULTANT's sole judgment, (a) increase CONSULTANT'S legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, CONSULTANT'S opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. CONSULTANT does not guarantee that proposals, bids, or actual Project costs will not vary from CONSULTANT'S cost estimates or that actual schedules will not vary from CONSULTANT'S projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, and specifications prepared by CONSULTANT as deliverables pursuant to the Scope of Services are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by OWNER or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT. OWNER shall indemnify and hold harmless CONSULTANT and its subconsultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle CONSULTANT to additional compensation at rates to be agreed upon by OWNER and CONSULTANT.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by CONSULTANT and furnished to OWNER as part of the Services shall become the property of OWNER; provided, however, that CONSULTANT shall have the unrestricted right to their use. CONSULTANT shall retain its copyright and Ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of CONSULTANT.

ARTICLE 14 - TERMINATION AND SUSPENSION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon written notice to CONSULTANT. CONSULTANT shall terminate or suspend performance of the Services on a schedule acceptable to OWNER, and OWNER shall pay CONSULTANT for all the Services performed. Upon restart of suspended Services, an equitable adjustment shall be made to CONSULTANT'S compensation and the Project schedule.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this Agreement. CONSULTANT shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 16 - NOTICES

Any notice required by this Agreement shall be made in writing to the address specified below:
OWNER:

Michael D. Rayburn, P.E.
Traffic Division
City of Norman
P.O. Box 370
Norman, OK 73070

Bucher, Willis & Ratliff Corporation
Gary Graham, PE.
Project Manager
510 East Memorial Road, Suite A-1
Oklahoma City, OK 73114-2218

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OWNER and CONSULTANT.

ARTICLE 17 - DISPUTES

In the event of a dispute between OWNER and CONSULTANT arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

CONSULTANT hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations. CONSULTANT affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is CONSULTANT'S policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. CONSULTANT further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-1 00 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 19 - WAIVER

A waiver by either OWNER or CONSULTANT of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 20 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 21 - INTEGRATION

This Agreement, including Attachments A, B, C, and D incorporated by this reference, represents the entire and integrated agreement between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

OWNER and CONSULTANT each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

ARTICLE 23 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, CONSULTANT may assign its rights to payment without OWNER'S consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent CONSULTANT from engaging independent CONSULTANTS, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 24 - NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of OWNER and CONSULTANT. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

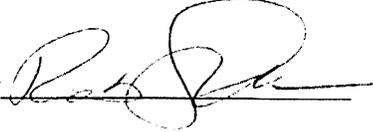
IN WITNESS WHEREOF, OWNER and Bucher, Willis & Ratliff Corporation have executed this Agreement.

DATED this __ day of _____, 20__.

The City of Norman
(OWNER)

Bucher, Willis & Ratliff Corporation

Signature _____

Signature 

Name Cindy Rosenthal

Name: Rob Franke

Title Mayor

Title Executive Vice President

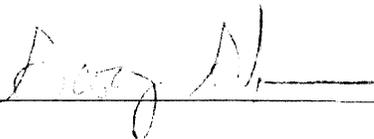
Date _____

Date 12-18-09

Attest:

Attest:

City Clerk



APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY R. Blaine DATE 1-5-10

Approved as to form and legality this 5th day of January 2009



City Attorney

**Attachment A
Scope of Services**

Project Description

The project will consist of developing engineering plans for the following items:

- Speed Tables – 11 Each
- Mast Arm Mounted Flasher – 4 Each
- “SCHOOL” Pavement Markings – 6 Each
- Lighted Crosswalk – 1 Each
- Sidewalk Ramps – 18 Each
- New Construction Sidewalk – 900 Linear Feet
- Replacement of Existing Sidewalks – 1200 Linear Feet
- Bike Racks – 2 Each

The locations of these Items are depicted in Attachment A.

Task 1 Project Initiation

As required by Oklahoma Department of Transportation when a SRTS project is initiated, BWR will perform the following tasks:

- Verify that the project meets the goals and objectives of a SRTS project.
- Develop a baseline cost estimate using the software Estimator for the project and adjust the project scope to meet the amount of funding available.
- Develop a schedule for the completion of the project.

BWR will provide monthly schedule updates to the City of Norman and the Oklahoma Department of Transportation.

Task 2 Environmental Request Form

BWR will prepare and submit Oklahoma Department of Transportation’s Environmental Request Form for the project. BWR will provide any additional information as requested by the Oklahoma Department of Transportation to achieve environmental clearance for the project.

Task 3 Design Phase Services

3.1 Preliminary Field Review

BWR will develop preliminary filed review plans for the proposed improvements.

The construction plans will be prepared on an aerial background. No field topographic survey will be performed as part of the project.

The development of these plans will be in accordance with the requirements of the Oklahoma Department of Transportation. The plans will be prepared in MicroStation utilizing the design software InRoads. No horizontal or vertical control will be provided in the plans. The general location of the improvements will be given using callouts from the back of curb.

The preliminary field review plans will include the following items:

- Title Sheet
- Typical Section Sections - 1 sheet
- Site Map – 1 sheet
- Plan Sheets with aerial background depicting location of improvements – 9 sheets with 2 plan views per sheet
- Construction Details

BWR will prepare and submit three copies of the plans, specifications, and estimate to the City of Norman for review. BWR will also submit the required number of plans determined by the Oklahoma Department of Transportation to ODOT for their review.

3.2 Preliminary Field Review Plans Cost Estimate

BWR will prepare an updated cost estimate for the project.

3.3 Preliminary Field Review Plans Meeting

BWR will meet with the City of Norman and Oklahoma Department of Transportation Staff to discuss review comments and walk through of the project.

3.4 Final Field Review

Based on Preliminary Field Review comments, BWR will develop Final Field Review plans consisting of the following items.

- Title Sheet (with sheet index and standard drawings listed)
- Typical Section Sections/detail sheet
- Pay items lists and notes
- Stormwater pollution and prevention plan
- Erosion control plans
- Traffic Control plans
- Site Map – 1 sheet
- Plan Sheets depicting the location of improvements – 9 sheets with 2 plan views per sheet. The plan sheets will include:
 - Aerial Photo background
 - Existing right-of-way limits based on GIS Data
 - Existing utilities, including size, type, and ownership based on GIS Data
 - Section, township, and range

- Locations and type of wheel chair ramps
- Construction Details

BWR will prepare and submit three copies of the plans, specifications, and estimate to the City of Norman for review. BWR will also submit seven copies the plans to ODOT for their review.

3.5 Final Field Review Plans Cost Estimate

BWR will prepare a pay item list with itemized cost estimates.

3.6 Final Field Review Meeting

BWR will meet with the City of Norman and Oklahoma Department of Transportation Staff to discuss review comments and walk through of the project.

3.7 Final Plan Review

BWR will address the comments received from the Oklahoma Department of Transportation and City of Norman and prepare final plans for the project.

3.8 Final Plan Review Cost Estimate

BWR will prepare an updated cost estimate for the project.

3.9 Final Plans Review Submittal

BWR will prepare and submit two copies of the plans, specifications, and estimate to the City of Norman. BWR will also submit the plans to ODOT as required in the agreement between the City and ODOT.

Task 4 Right of Way and Utility Clearance

BWR will coordinate with the Right of Way and Utilities Division to submit clearance forms for the project.

Task 5 Bid Phase Services

BWR will perform the following tasks associated with bidding the project for construction.

- 5.1 Provide Plans and Specifications to bidders at cost to recover expenses of duplication and handling
- 5.2 Answer questions during bidding and prepare addenda as necessary.

5.3 Attend bid letting

5.4 Evaluate bids, prepare bid tabulation, and recommend a Contractor for the project.

Task 6 Construction Phase Services

BWR will perform the following tasks associated with construction of the project.

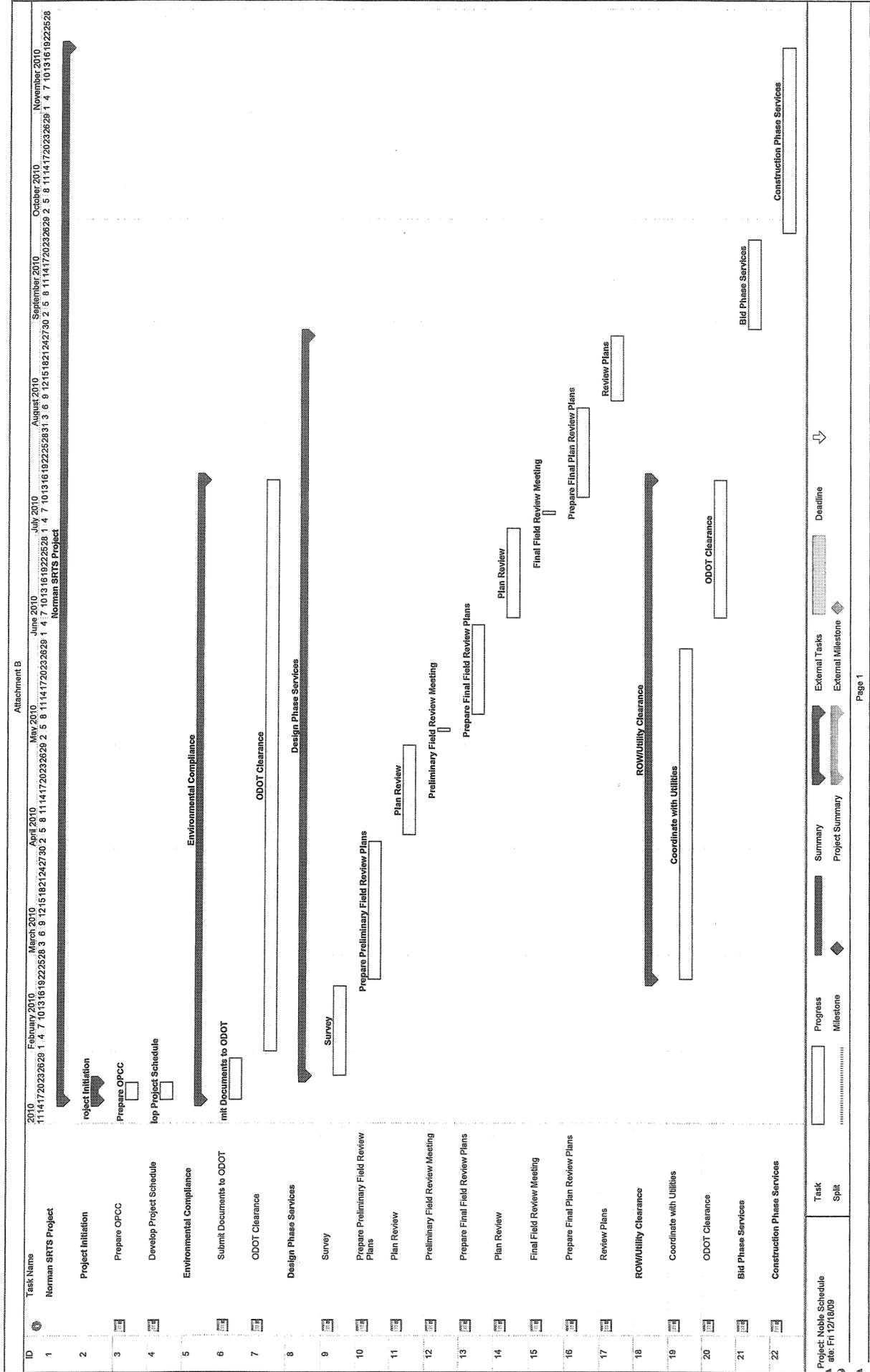
6.1 Attend Preconstruction Conference

6.2 Review Shop Drawings provided by the Contractor for the project

6.3 Answer questions during questions and prepare plan revisions

6.4 Prepare final record drawings for the project

These services do not include construction observation.



**Attachment C
Compensation**

The Client agrees to pay the Consultant a lump sum fee of twenty nine thousand dollars (\$29,000.00) for completion of the project.

Additional services may be requested by the Client, beyond those described in Article II, Scope of Services. Additional services shall be requested in writing, reimbursement for which the Consultant shall be compensated at the following rates of charge:

Principal		\$190/Hour
Project Manager		\$150.01/Hour
Senior Engineer		\$139.99/Hour
Design Engineer III		\$100/Hour
Design Engineer II		\$90/Hour
Design Engineer I		\$80.01/Hour
Environmental Scientist	III	\$100 /Hour
Planner III		\$119.99 /Hour
Technician I		\$60.01/Hour
Clerical II		\$70.01/Hour
Clerical I		\$60.01/Hour
Mileage		\$0.55/Mile
Other		At Cost--

**Attachment D
Owner's Responsibilities**

The Client shall provide or perform the following in a timely manner so as not to delay the services of the Consultant and shall bear all costs thereto:

1. Designate in writing a person to act as Client's representative with respect to the services to be performed or furnished by the Consultant under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to the Consultant's services for the Project.
2. Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, performance requirements, any budgetary limitations; and furnish copies of all standards.
3. Furnish to the Consultant, upon the request of the Consultant for performing the services, data prepared by or services of others, including without limitation explorations and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface utilities or structures at or contiguous to the site, pertaining to the Project site and adjacent areas.
4. Be responsible for, and instruct the Consultant to rely upon, the accuracy and completeness of all information furnished pursuant to this Article III, Client's Responsibilities. Consultant may use such data and information in performing or furnishing services under this Agreement.
5. Arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.
6. Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the Scope of Services or the Time Schedule of the Consultant in the performance or furnishing of the required services for the Project, or any defect or nonconformance in the Consultant's services or in the work of any Contractor.

The City of Norman will provide the following information:

- Aerial Photo of project location to be used in the develop of the plans
- GIS information on Existing ROW
- GIS information on Existing Utilities

PURCHASE REQUISITION NBR: 0000166327

REQUISITION BY: MRAYBURN
STATUS: NEEDS ADDITIONAL INFO
REASON: SAFE ROUTES TO SCHOOL ENGINEERING SERVICES
DATE: 1/05/10
SHIP TO LOCATION: PUBLIC WORKS ADM
SUGGESTED VENDOR: 2919 BUCHER, WILLIS AND RATLIFF COR
DELIVER BY DATE: 1/12/10

LINE NBR DESCRIPTION QUANTITY UOM UNIT COST EXTEND COST VENDOR PART NUMBER

1 SAFE ROUTES TO SCHOOL ENGINEERING DESIGN SERVICES 29000.00 EA 1.0000 290000.00
CONTINGENT ON COUNCIL APPROVAL
CONFIRMING P.O. - DO NOT MAIL
COMMODITY: CONSULTING SERVICES
SUBCOMMOD: ENGINEERING CONSULTING

REQUISITION TOTAL: 290000.00

A C C O U N T I N F O R M A T I O N

LINE # ACCOUNT 05090824316201 Capital Projects Design PROJECT TR0072 Longfellow-Jeff Safe Rout % 100.00 AMOUNT 290000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

14. ITEM: CONTRACT NO. K-0910-132: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND QUICKEN LOANS TO SUBORDINATE A LIEN REGARDING FUNDS FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HOME PARTNERSHIP PROGRAM FOR PROPERTY LOCATED AT 909 HUNTING HORSE TRAIL.

INFORMATION: The above-described contract (subordination agreement) is being requested by Quicken Loans in conjunction with a loan secured by the owner of property located at 909 Hunting Horse Trail who had previously received CDBG HOME Partnership Program funding. The contract has been examined by the Assistant City Attorney and found to be in order and proper as to form. Staff recommends approval of the contract. Copies of an advisory memorandum and contract are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject Contract No. K-0910-132 with Quicken Loans; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____



office memorandum

DATE: December 10, 2009
TO: Honorable Mayor and Council Members
FROM: Linda Price, Revitalization Manager *LP*
SUBJECT: AGENDA ITEM – January 12, 2010 - Contract No. K-0910-132
(Request for Subordination of Lien)

BACKGROUND: In July 2007 the City of Norman HOME Partnership Program provided \$5,000 as downpayment assistance to John P. and Sarah L. Cougher for the purchase of a home at 909 Hunting Horse Trail as a part of the NCRC Homebuyer Program. The NCRC Homebuyer Program is operated in conjunction with the Norman Community Reinvestment Council (NCRC), a 501 (c)(3) corporation that is comprised of Norman banking institutions providing assistance to lower income citizens of Norman. Four hundred fifty (450) such loans have been made since the program was initiated in 1995 to provide down payment assistance and closing costs to income-qualified Norman citizens in the purchase of their first home.

As a condition of funding, a lien was placed on the property and was filed as a subordinate mortgage to the primary mortgage on the property. Any modification of the primary mortgage requires resubordination of the lien. The program does not require repayment of the loan as long as the applicant maintains their home as their primary residence for five years; and at the end of five years the subordinate mortgage is released.

DISCUSSION: Approval of the request for subordination of the lien on 909 Hunting Horse Trail would allow the owner to secure a loan to refinance the primary mortgage that will provide a significantly lower interest rate to reduce the house payment by \$66.27 per month. Documentation from Quicken Loans, Inc. including a Certification of Mortgage Loan Refinancing, Good Faith Estimate, and a Truth in Lending Disclosure Statement are attached. The Subordination Agreement that will be filed with the new primary loan is also attached. In accord with the adopted City of Norman Housing Handbook, these documents prove that all funds will be used for the refinancing of the home, with no funds going toward payment of debt.

Subordination of the lien would assist in making more money available for the upkeep of the property. The City would maintain a second position on the property. Additionally, the request meets the requirements of our policy to subordinate only for the purposes of lowering payments or improving the home, and the terms and conditions of program participation as described in the subordinate mortgage executed in July 2007 will not be modified.

Agenda Item Memo
Contract K-0910-132
Subordination of Lien 909 Hunting Horse Trail
Page 2 of 2

RECOMMENDATION: Approval of Contract No. K-0910-132 for subordination of the lien on 909 Hunting Horse Trail is recommended. Subordination of liens in the HOME Partnership Program is allowed by the Department of Housing & Urban Development and is consistent with program goals.

Reviewed by: Steve Lewis, City Manager 

Reviewed by: Susan Connors, Director of Planning & Community Development 

Reviewed by: Jeff Bryant, City Attorney 

SUBORDINATION AGREEMENT

Know All Men By These Presents:

That, for and in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations, in hand paid, receipt of which are hereby acknowledged, THE CITY OF NORMAN, an Oklahoma Municipal Corporation, the undersigned, has agreed, and by these present, does agree with John and Sarah Cougher, that the lien of a certain mortgage from Quicken Loans, to said John and Sarah Cougher,

Dated the _____ day of _____, _____, and recorded in Book _____ at Pages _____ of the records of Cleveland County, Oklahoma, upon the following described real property, to-wit:

Lot 3, in Block 3 of Wildwood Green 1 Addition to Norman, Cleveland County, Oklahoma according to the recorded plat thereof. 909 Hunting Horse Trail.

Shall be prior and superior lien upon said property to the lien of that certain Mortgage on said real property, from said John and Sarah Cougher to THE CITY OF NORMAN, dated July 20, 2007 and recorded in Book 4373 at Pages 969-976 of the records of Cleveland County, Oklahoma, and such priority shall be accorded said first above described mortgage, notwithstanding that said mortgage was dated and recorded subsequent to the date and recordation of the said second above described mortgage. If superior mortgage is renewed, extended or assigned, it is still the intent that this Subordination Agreement be enforced.

SIGNED AND AGREED TO THIS 30th DAY OF December, 2009.

By: [Signature]
[Signature]

State of Oklahoma
County of Cleveland

This instrument was acknowledged before me on the 30 day of December, 2009.

My commission expires: 7-3-2012

[Signature]
Notary Public



SIGNED AND AGREED TO THIS _____ DAY OF _____, 2010.

THE CITY OF NORMAN, OKLAHOMA

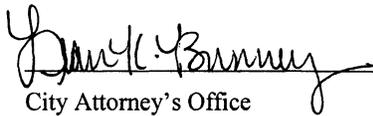
BY: _____

Cindy S. Rosenthal, Mayor

ATTEST:

Brenda Hall, City Clerk

Approved as to form and legality this ²⁰⁰⁹
31st day of December, 2010.


City Attorney's Office

State of Oklahoma
County of Cleveland

On this _____ day of _____, 2010, before me, the undersigned, a Notary Public, personally appeared Cindy S. Rosenthal, Mayor for THE CITY OF NORMAN, OKLAHOMA, who executed the foregoing document as his voluntary act and deed of such corporation for the uses and purposes therein set forth.

My commission expires: _____

Notary Public

15. ITEM: CONSIDERATION OF THE CITY ATTORNEY'S RECOMMENDATION FOR APPROVAL OF A COURT ORDER REGARDING DERRALD KIZZIA VS. THE CITY OF NORMAN, WORKERS' COMPENSATION COURT CASE NO. WCC-2009-05614F.

INFORMATION: The City Attorney recommends that the City comply with the Workers' Compensation Court Order. If approved, the Order will be certified to the Cleveland County District Court to be placed on the property tax rolls for collection over the next three years in accordance with 85 O.S., Section 2b; 51 O.S., Section 159; and 62 O.S., Section 361. Certifying the Order to the property tax rolls will reimburse the City's Workers' Compensation Fund over the next three years. Copies of an advisory memorandum, Court Order, and purchase requisitions are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject the City Attorney's recommendation; and, if approved, authorize compliance with the Workers' Compensation Court Order and direct payment of claims which will constitute judgment against the City of Norman.

ACTION TAKEN: _____



Office memorandum

TO: The Honorable Mayor and Councilmembers

THROUGH: Jeff Harley Bryant, City Attorney *JHB*

FROM: R. Blaine Nice, Assistant City Attorney *BN*
Rebecca R. Frazier, Assistant City Attorney *RF*

DATE: December 16, 2009

SUBJECT: AGENDA ITEM – Court Award in *Derrald Kizzia v. City of Norman*,
Workers' Compensation Court Case No. WCC 2009-05614F

BACKGROUND:

Derrald Kizzia, a Heavy Equipment Operator for the Parks Department, filed Workers' Compensation Case No. WCC 2009-05614F on April 30, 2009 alleging injury as a result of an incident on July 21, 2008. The case has proceeded through the normal litigation process. A trial was held on December 10, 2009, and the Court awarded Mr. Kizzia \$24,637.25. The Court Order is being presented to City Council for consideration. It is recommended that the City comply with this Order.

DISCUSSION:

Nature of Claim. Mr. Kizzia was hired by the City on August 21, 1992 with the Parks Department. He filed a Workers' Compensation claim alleging an injury on July 21, 2008. Mr. Kizzia was kicking dirt into post holes when he injured his left knee.

Mr. Kizzia was initially seen at Norman Regional Occupational Medicine on July 22, 2008 and was diagnosed with a left knee strain. Occupational Medicine proceeded with conservative treatment and Mr. Kizzia was placed on light duty until September 18, 2008 when he was referred to McBride Clinic due to persistent left knee pain. An MRI revealed the cause of the continued pain, and it was determined that surgery would be necessary to alleviate some of Mr. Kizzia's pain. On October 16, 2008, claimant underwent meniscectomy and chondroplasty surgery. He was then placed on temporary total disability until March 16, 2009 when he reached maximum medical improvement and returned to full work duty with no restrictions.

Issues for Trial. There is no question Mr. Kizzia's injuries arose out of and during the course of his employment with the City. Therefore, the only issues before the Workers' Compensation Court in this case were continuing medical maintenance and the nature and extent of Mr. Kizzia's knee injury or the PPD to Mr. Kizzia's knee due to his injuries. Permanent partial disability is a factual determination made by the Workers' Compensation Court trial judge based on doctors' opinions regarding the extent of permanent partial impairment.

On September 15, 2009, Mr. Kizzia was evaluated by Dr. Hugh G. McClure who opined 38% PPD to the left knee. It was also Dr. McClure's opinion that Mr. Kizzia was entitled to continuing medical maintenance due to chronic pain in his knee. This rating equates to \$30,200.50. The City had Mr. Kizzia evaluated on November 10, 2009 by Dr. Kent Hensley who opined 14% PPD in the left knee. Dr. Hensley also stated that continuing

medical maintenance would not be required. This rating equates to \$11,126.50. The Workers' Compensation Court trial judge is free to make a ruling within the range of the medical evidence presented at the time of trial. Therefore, the City's maximum exposure to compensate Mr. Kizzia for his injuries is 38% PPD or \$30,200.50, plus providing medical maintenance.

Court Award. This case was heard by the Workers' Compensation Court on December 10, 2009. After hearing the Claimant's testimony and considering the expert medical evidence, the Court opined that Mr. Kizzia sustained 31% PPD to the left knee and is entitled to continuing medical maintenance. The Court's findings are set out in Paragraph Nos. 3 and 4 of the Order as follows:

THAT as a result of said injury, claimant sustained 31 percent permanent partial disability to the LEFT LEG (KNEE) (DUE TO MEDICAL MENISCECTOMY AND CHONDROPLASTY OF THE MEDIAL FEMORAL CONDYLE, TIBIA PLATEAU, AND PATELLA RESULTING IN RESIDUAL PAIN, WEAKNESS AND CREPITANCE) (OVER & ABOVE ANY PRE-EXISTING), for which claimant is entitled to compensation for 85.25 weeks at \$289.00 per week, or the total amount of \$24,637.25, of which 47 weeks have accrued and shall be paid in a lump sum of \$13,583.00.

THAT respondent or insurance carrier shall furnish claimant with continuing medical maintenance in the nature of a knee brace and anti-inflammatories with Dr. Munneke, until further order of this Court.

As can be noted in Paragraph No. 3 of the Court's Order, PPD compensation is expressed in terms of "weeks" of compensation with an accompanying "weekly wage rate." Workers' Compensation awards are normally paid at the weekly rates over a period of time. Mr. Kizzia's weekly wage PPD rate is \$289. In this instance, a portion of the award has accrued and will be paid in a lump sum.

In complying with the Order, payment to Claimant and his attorney will be as follows:

PPD (31% Left Knee):	\$24,637.25
Accrued 47 weeks @ \$289/week (per Order)	\$13,583.00
Add'l 6 weeks City Council/Finance Processing	<u>\$ 1,734.00</u>
Total Lump Sum to Claimant	\$15,317.00
Attorney's Fee (per Order)	<u>\$ 4,927.45</u>
Total Lump Sum to Claimant	<u>\$20,244.45</u>

The balance of the Order, \$4,392.80 will be paid weekly at \$289/week until paid, with the first payment to begin around January 25, 2010.

Also, as noted, in Paragraph Nos. 7 & 8 of the Order, the City will incur additional costs and fees and follows:

Workers' Compensation Administration Fund Tax	\$ 492.75
Special Occupational Health & Safety Fund Tax	\$ 184.78
Filing Fee (Workers' Comp Court)	\$ 75.00

In addition, the filing fee for Cleveland County Court to place this Order on the tax rolls is:

Filing Fee (District Court)	\$ <u>119.30</u>
Total costs and fees to the City of Norman	\$ 871.83

The total cost of this Order to the City would be \$25,509.08.

RECOMMENDATION:

The issues tried on December 10, 2009 were the nature and extent of Mr. Kizzia's injury and continuing medical maintenance. The Order was within the range of the medical evidence provided at trial and slightly more than one-half the difference in the doctors' opinions. It is not anticipated a more favorable ruling for the City could be achieved by further litigation, particularly due to Mr. Kizzia's long-term employment with the City and the extensive nature of his injury and surgery. It is recommended that the City move forward to comply with this Order.

Acceptance of the Order would require the payments as outlined above. The Order would be certified to the Cleveland County District Court to be placed on the property tax rolls for collection over the next three years in accordance with 85 O.S. § 2b, 51 O.S. § 159, and 62 O.S. § 361, *et seq.* Certifying the Order to the property tax rolls would, in effect, reimburse the City's Workers' Compensation Fund over the next three years.

Reviewed by: Steve Lewis, City Manager
Jud Foster, Director of Parks



cc: Ellen Usry, Deputy City Clerk

BEFORE THE WORKERS' COMPENSATION COURT OF THE STATE OF OKLAHOMA

In re claim of:

DERRALD KIZZIA)
Claimant)
CITY OF NORMAN)
Respondent)
CITY OF NORMAN (OWN RISK #10970))
Ins. Carrier)

FILED
WORKERS' COMPENSATION COURT
STATE OF OKLAHOMA
December 15, 2009
Robert L. Tharp
COURT CLERK
Court Number: 2009-05614F

Claimant's Social Security
Number: 463-84-9869

**ORDER DETERMINING COMPENSABILITY AND AWARDING
PERMANENT PARTIAL DISABILITY BENEFITS**

Now on this 10th day of DECEMBER, 2009, this cause came on for consideration pursuant to regular assignment and hearing on DECEMBER 10, 2009, before JUDGE ERIC W QUANDT, at Oklahoma City, Oklahoma, at which time claimant appeared in person and by counsel, HEATHER A. LEHMAN and respondent and insurance carrier appeared by counsel, REBECCA R FRAZIER.

The Court having considered the evidence and records on file, and being well and fully advised in the premises FINDS AND ORDERS AS FOLLOWS:

- 1 -

THAT on JULY 21, 2008, claimant was employed by the above named respondent and such employment was subject to and covered by the provisions of the Workers' Compensation Act of the State of Oklahoma; and on said date claimant sustained accidental personal injury to the LEFT LEG (KNEE) arising out of and in the course of claimant's employment.

- 2 -

THAT at time of injury, claimant's wages were sufficient to establish the rates of compensation at \$577.00 per week for temporary total disability and \$289.00 per week for permanent partial disability.

- 3 -

THAT as a result of said injury, claimant sustained 31 percent permanent partial disability to the LEFT LEG (KNEE)(DUE TO MEDIAL MENISCECTOMY AND CHONDROPLASTY OF THE MEDIAL FEMORAL CONDYLE, TIBIA PLATEAU, AND PATELLA RESULTING IN RESIDUAL PAIN, WEAKNESS AND CREPITANCE)(OVER & ABOVE ANY PRE-EXISTING), for which claimant is entitled to compensation for 85.25 weeks at \$289.00 per week, or the total amount of \$24,637.25 of which 47 weeks have accrued and shall be paid in a lump sum of \$13,583.00.

- 4 -

THAT respondent or insurance carrier shall furnish claimant with continuing medical maintenance in the nature of a knee brace and anti-inflammatories with Dr. Munneke, until further order of this Court.

- 5 -

THAT respondent and/or insurance carrier shall pay all reasonable and necessary medical expenses incurred by claimant as a result of said injury.

- 6 -

THAT respondent or insurance carrier shall pay claimant the accrued portion of the award herein in lump sum of \$13,583.00 and pay the balance of said award at the rate of \$289.00 per week until the total award of \$24,637.25 (less attorney fee) has been paid to claimant.

- 7 -

THAT respondent or insurance carrier shall pay court costs; Special Occupational Health and Safety Fund Tax shall be paid in the sum of \$184.78, representing three-fourths of one percent (0.75%). Respondent, if Own Risk, shall pay \$492.75 to the Workers' Compensation Administration Fund, representing two percent (2%) of the permanent disability award herein.

- 8 -

THAT pursuant to Title 85 O.S. Section 93, a filing fee of seventy-five dollars (\$75.00) is taxed as a cost in this matter, and shall be paid by respondent to the Court Administrator unless a filing fee was previously paid, within twenty (20) days from the date this order becomes final.

- 9 -

THAT the sum of \$4,927.45 shall be deducted from the award herein and paid in lump sum to claimant's attorney as a fair and reasonable attorney fee; within twenty (20) days from the date of filing of this order, respondent or insurance carrier shall comply herewith.

BY ORDER OF:

/s/ *Eric W. Quandt*
ERIC W QUANDT, JUDGE

lw/CRichardson

A copy of the above and foregoing Court Order was mailed, by regular or Certified United States Mail, on this filed stamped date to:

Claimant's Attorney: RICHARD A BELL
PO BOX 1529
NORMAN, OK 73070-1529

Respondent's Attorney: REBECCA R FRAZIER
ASSISTANT CITY ATTORNEY
P O BOX 370
NORMAN, OK 73070-

I do hereby certify that the above and foregoing is a true and correct copy of the original order signed by the Judge herein. Witness by my hand and the official seal of this court on this date.

Robert J. Sharp



Court Clerk
December 15, 2009

PURCHASE REQUISITION NBR: 0000165892

REQUISITION BY: PJONES
STATUS: DIVISION APPROVAL
REASON: WORKERS' COMP ADMINISTRATIVE TAX FUND
DATE: 12/16/09

SHIP TO LOCATION: LEGAL DEPARTMENT
SUGGESTED VENDOR: 2267 WORKMANS COMPENSATION
DELIVER BY DATE: 12/18/09

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	WORKERS' COMP ADMINISTRATIVE FUND KIZZIA V CON; WC-09-05614F; CONTINGENT UPON COUNCIL APPROVAL ON 1-12-10; SEPARATE CHECK; RETURN CHECK TO LEGAL COMMODITY: INSURANCE, ALL TYPES SUBCOMM: WORKER'S COMPENSATION	1.00	EA	492.7500	492.75	

REQUISITION TOTAL: 492.75

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	01030024152133	Other Salary Administration Fund	100.00	492.75
				492.75

REQUISITION IS IN THE CURRENT FISCAL YEAR.

PURCHASE REQUISITION NBR: 0000165893

REQUISITION BY: PIONES
STATUS: DIVISION APPROVAL
REASON: WORKERS' COMP SPECIAL OCC HEALTH FUND TAX
DATE: 12/16/09
SHIP TO LOCATION: LEGAL DEPARTMENT
SUGGESTED VENDOR: 1950 SPECIAL OCCUPATIONAL HEALTH AN
DELIVER BY DATE: 12/18/09

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	WORKERS' COMP SPEC OCCUPATIONAL SAFETY TAX KIZZIA V. CON; WC-09-05614F; CONTINGENT UPON COUNCIL APPROVAL ON 1-12-10; SEPARATE CHECK RETURN CHECK TO LEGAL COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	184.7800	184.78	

REQUISITION TOTAL: 184.78

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	01030024152135	Other Salary Spec Occ Health & Safety	100.00	184.78

REQUISITION IS IN THE CURRENT FISCAL YEAR.

PURCHASE REQUISITION NBR: 0000165894

REQUISITION BY: PJONES
SHIP TO LOCATION: LEGAL DEPARTMENT
DATE: 12/16/09
STATUS: DIVISION APPROVAL
REASON: WORKERS' COMP FILING FEE
DELIVER BY DATE: 12/18/09
SUGGESTED VENDOR: 2268 WORKERS' COMPENSATION COURT

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	WORKERS' COMP FILING FEE KIZZIA V CON; WC-09-05614F; CONTINGENT UPON COUNCIL APPROVAL ON 1-12-10; SEPARATE CHECK RETURN CHECK TO LEGAL COMMODITY: INSURANCE, ALL TYPES SUBCOMM: WORKER'S COMPENSATION	1.00	EA	75.0000	75.00	

REQUISITION TOTAL: 75.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	01030024154704	Miscellaneous Services Other Filing Fees	75.00
		%	100.00
			75.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

PURCHASE REQUISITION NBR: 0000165895

REQUISITION BY: PJONES
STATUS: DIVISION APPROVAL
REASON: WORKERS' COMP CLEVELAND COUNTY FILING FEE
DATE: 12/16/09
SHIP TO LOCATION: LEGAL DEPARTMENT
SUGGESTED VENDOR: 434 CLEVELAND COUNTY COURT CLERK
DELIVER BY DATE: 12/18/09

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	WORKERS' COMP CLEVELAND COUNTY FILING FEE KIZZIA V CON; WC-09-05614F; CONTINGENT UPON COUNCIL APPROVAL ON 1-12-10; SEPARATE CHECK RETURN CHECK TO LEGAL COMMODITY: INSURANCE, ALL TYPES SUBCOMM: WORKER'S COMPENSATION	1.00	EA	119.3000	119.30	

REQUISITION TOTAL: 119.30

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	01030024154704	Miscellaneous Services Other Filing Fees	100.00	119.30

REQUISITION IS IN THE CURRENT FISCAL YEAR.

PURCHASE REQUISITION NBR: 0000165921

REQUISITION BY: FJONES
STATUS: DIVISION APPROVAL
REASON: WORKERS' COMP ORDER
DATE: 12/17/09

SHIP TO LOCATION: LEGAL DEPARTMENT
SUGGESTED VENDOR: DERRALD KIZZIA & HEATHER LEHMA
DELIVER BY DATE: 12/18/09

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	WORKERS' COMP ORDER KIZZIA V CON. WC-09-05614F (LEFT KNEE) UPON COUNCIL APPROVAL ON 1-12-20; MAKE CHECK PAYABLE TO DERRALD KIZZIA & HEATHER LEHMAN (ATTY) IN THE AMOUNT OF \$20,244.45; SEPARATE CHECK; RETURN CHECK TO LEGAL COMMODITY: INSURANCE, ALL TYPES SUBCOMM: WORKER'S COMPENSATION	1.00	EA	20244.4500	20244.45	

REQUISITION TOTAL: 20244.45

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	01030024152131	Other Salary Orders/Settlements	100.00	20244.45

REQUISITION IS IN THE CURRENT FISCAL YEAR.

16. ITEM: RESOLUTION NO. R-0910-83: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CHANGING A STREET NAME FROM DOUBLE C DRIVE TO DOUBLE DRIVE IN THE FINAL PLAT OF NORTHRIDGE INDUSTRIAL PARK ADDITION, SECTION 5, TO THE CITY OF NORMAN, OKLAHOMA.

INFORMATION: The above-described resolution has been drawn and is submitted for City Council's consideration. Copies of an advisory memorandum; location maps; petition; Staff memorandum; and resolution are included in the Agenda Book.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-0910-83.

ACTION TAKEN: _____



Date: December 21, 2009

To: Honorable Mayor and Councilmembers

From: Ken Danner, Development Manager *K.D.*

Subject: Agenda Item – Street Name Change
for Northridge Industrial Park Addition, Section 5

BACKGROUND:

The final plat for Northridge Industrial Park Addition, Section 5, was filed with the Cleveland County Clerk on March 30, 2001. Northridge Industrial Park is located south of Tecumseh Road and west of 12th Avenue NW as shown on the attached aerial photograph. City Council, at its meeting of September 25, 2001, adopted Resolution No. R-0102-31 changing the original street name of O'Bannon Lane to Double C Drive at the request of the developer.

DISCUSSION:

The applicant, Allison's Fun Inc. desires to change the name of Double C Drive to Double Drive. The applicant has submitted a petition that represents more than 75% of the property owners along Double C Drive. Staff has checked the proposed street name and has determined there is no duplication. The applicant will be responsible for paying the City to replace the street name signs.

RECOMMENDATION:

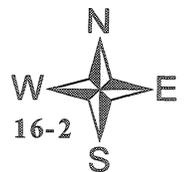
Staff has reviewed the request and is not opposed to the street name change. Subject to approval by the City Council, Resolution No. R-0910-83 will be filed with the Cleveland County Clerk. The filed documents will be distributed to various agencies within the City. Maps and other documents that include the previous street name will be changed to reflect the new name.

tf

Reviewed by: Bob Hanger, City Engineer *BH*
 Shawn O'Leary, Director of Public Works *SOL*
 Susan Connors, Director of Planning and Community Development *SC*
 Jeff Bryant, City Attorney *JB*
 Steve Lewis, City Manager *SL*

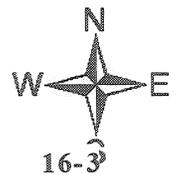


**CURRENTLY
DOUBLE C DRIVE**





DOUBLE DRIVE STREET NAME CHANGE



(405) 447-8311

11/30/2009 16:06

4853665418

ENGINEERING

PAGE 03/03

**PETITION
STREET NAME CHANGE
CITY OF NORMAN**

Representative: Sarah Sufita Address 3200 Double C Dr
 Phone: (405) 447-1118 Home Work Pager

We, the undersigned, represent at least seventy five percent (75%) of the property owners along

Double C Dr between _____ and _____
(Street) (Street)

_____. We respectfully request that the above street name
(Street)
 be changed to Double Dr (Max. 18 Characters). We understand
(Street)

that we will be responsible for the cost to pay for new street name sign blades.

NAME	ADDRESS	LEGAL DESCRIPTION
Allison's Fun Inc	3200 Double C Dr	Northridge Industrial Park 5
x Russell Allison		Lt 5A AKA LTS 5 6 7 8 Bk 3
BNB Technology	3201 Double C Dr	Northridge IND. park Section 5
x Tony Hernandez		Lot (6) IN Block (1)
Harrison Gypsum Co.	1550 Double C Dr.	Sec. 5 Lot 1 Bk 2
x Earl Shibley	Earl R. Shibley	1550 Double C Drive
Belleau Properties	3221 Double C Dr	Sec 5 Lot 5 Bk 1
x Samuel N. Belleau	3241 Double C Dr.	Sec 5 Lot 4 Bk 1

Received for the City of Norman _____ Dated: _____

**PETITION
STREET NAME CHANGE
CITY OF NORMAN**

Representative: Sarah Soffitta Address: 3200 Double C Dr.
 Phone: (405) 447-1118 Home Work Pager

We, the undersigned, represent at least seventy five percent (75%) of the property owners along

Double C Dr between _____ and _____
(Street) (Street)

_____. We respectfully request that the above street name
(Street)
 be changed to Double Dr. (Max. 18 Characters). We understand
(Street)
 that we will be responsible for the cost to pay for new street name sign blades.

NAME	ADDRESS	LEGAL DESCRIPTION
* <u>Paul Arvine (Paul Lin)</u> RTCL Properties	<u>3360 & 3340</u>	<u>Double C Drive, Sec. 5</u> <u>lots 2, 3, BIK 3</u>
<u>Sysco Feats Oklahoma</u>	<u>3341</u>	<u>Section 5 Lots</u>
	<u>3321</u>	<u>1, 2, 3 BIK 1</u>
	<u>3301</u>	<u>" " "</u>

* Chris K. Davis, Chris K. Davis, President, Sysco Oklahoma

Received for the City of Norman _____ Dated: _____



DATE: December 14, 2009

TO: Shawn O'Leary, Director of Public Works

FROM: Brenda Hall, City Clerk

*B.H.
smr EW*

SUBJECT: Street Name Change

I am in receipt of a petition to change a street name from Double C Drive to Double Drive. The application fee in the amount of \$200 has been paid. I am forwarding the petition to your office and requesting that your office prepare the agenda item for the City Council meeting of January 12, 2009. If further action is needed from my office, please notify me.

MH:smr

office memorandum

Resolution

R-0910-83

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CHANGING A STREET NAME FROM DOUBLE C DRIVE TO DOUBLE DRIVE IN THE FINAL PLAT OF NORTHRIDGE INDUSTRIAL PARK ADDITION, SECTION 5, TO THE CITY OF NORMAN, OKLAHOMA.

- § 1. WHEREAS, the final plat of Northridge Industrial Park Addition, Section 5, to the City of Norman, Oklahoma, was approved by the Council of the City of Norman, Oklahoma, and filed of record with the County Clerk of Cleveland County, Oklahoma, on March 30, 2001; and,
- § 2. WHEREAS, subsequent to the recording of the final plat with the County Clerk of Cleveland County, Oklahoma, a request has been made to change an existing street name.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

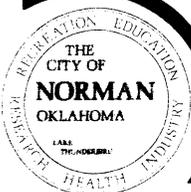
- § 3. That by the authority in the Council of the City of Norman, Oklahoma, to review and approve subdivisions of land, the street name of Double C Drive, located in Northridge Industrial Park Addition, Section 5, is now changed and will be known as Double Drive.

PASSED AND ADOPTED THIS 12th day of January, 2010.

Mayor

ATTEST:

City Clerk



17. ITEM: CONSIDERATION OF THE FOLLOWING ITEMS:

RATIFICATION OF APPROVAL TO SUBMIT AN APPLICATION FOR GRANT FUNDING IN THE AMOUNT OF \$200,000 TO BE SUBMITTED TO THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) FOR A PUBLIC FLEET CONVERSION GRANT TO PROVIDE A COMPRESSED NATURAL GAS (CNG) SLOW FILL COMPRESSOR STATION FOR THE FLEET MANAGEMENT DIVISION AND THE SUBSEQUENT ADOPTION OF RESOLUTION NO. R-0910-84.

ACCEPTANCE OF THE DONATION OF A USED COMPRESSOR SKID VALUED AT \$50,000 FROM OKLAHOMA NATURAL GAS COMPANY, A DIVISION OF ONEOK (ONG), TO BE USED AT THE CNG SLOW FILL COMPRESSOR STATION FOR THE FLEET MANAGEMENT DIVISION.

INFORMATION: In November, 2009, ACOG announced a new ACOG-administered Public Fleet Conversion Grant Program utilizing Federal FY 2009 Congestion Mitigation and Air Quality (CMAQ) funds. These funds support transportation projects that reduce mobile source emissions and allow public sector fleets to access CMAQ funds for fleet conversions to clean fuel technologies to include alternative fuel vehicles, hybrid vehicles, and alternative fuel vehicle refueling infrastructure. The grants will be funded on a 50/50 basis with a maximum award of \$400,000 per entity. City Staff, in conjunction with Adrianus Resources, Inc., prepared the grant application requesting assistance with a CNG Slow Fill Compressor Station with a 14-vehicle slow fill manifold. The application deadline is 4:00 p.m., January 12, 2010; therefore, Staff submitted an application for grant funds in the amount of \$200,000 which will provide 45.9% of the federal funding portion and the City's estimated 54.1% share totaling \$223,471 is included in the Capital Budget. Adoption of a resolution authorizing application for financial assistance from ACOG's Public Fleet Conversion Grants Fund is required to accompany all public fleet conversion grant applications. The City proposes to install a used compressor skid valued at \$50,000 to be donated by ONG. As a condition to the donation, the City must indemnify ONG for any potential future liability arising from the City's use of the compressor. Section 8-111 of the City Code states that all donations valued above \$250 to be received by the City of Norman, whether in the form of monies or any other thing of value, shall be required to be accepted by the Council of the City of Norman prior to any use or disbursement of such monies or thing of value by or to any City operation or cause. In accordance therewith, Staff recommends the ratification of approval to submit the application and adoption of Resolution No. R-0910-84, acceptance of the donation, and authorization to execute an indemnification agreement with ONG. Copies of an advisory memorandum; location map; application; resolution; grant schedule; and indemnification agreement are included in the Agenda Book.

- ACTION NEEDED 1. Motion to ratify approval of the submission of an application for grant funding in the amount of \$200,000 to ACOG for a Public Fleet Conversion grant to provide a CNG Slow Fill Compressor Station for the Fleet Management Division and adoption of Resolution No. R-0910-84; and, if ratified, authorize the Mayor to sign all documents related thereto.

ACTION TAKEN: _____

- ACTION NEEDED: 2. Motion to accept or reject a donation of a used compressor skid valued at \$50,000 from ONG to be used at the CNG Slow Fill Compressor Station for the Fleet Maintenance Division; and, if accepted, authorize the Mayor to sign the indemnification agreement.

ACTION TAKEN: _____



office memorandum

Date: December 28, 2009
To: Honorable Mayor and City Councilmembers
From: Mike White, Fleet Management Superintendent *MW*
Subject: Agenda Item: 1) Application for ACOG Public Fleet Conversion Grant
2) Acceptance of Donated Compressor from ONG

BACKGROUND:

In November 2009 the Association of Central Oklahoma Governments (ACOG) announced the second year of an ACOG-administered public fleet conversion grant program using Federal Fiscal Year (FFY) 2009 Congestion Mitigation and Air Quality (CMAQ) funds. CMAQ money supports transportation projects that reduce mobile source emissions. On November 17, 2009, City Public Works staff attended a grant workshop at ACOG along with many other local government officials from the Oklahoma City metro area. This grant program will allow public sector fleets to access CMAQ funds for fleet conversions to clean fuel technologies to include alternative fuel vehicles, hybrid vehicles and alternative fuel vehicle refueling infrastructure. The grants will be funded on a 50/50 basis with a maximum award of \$400,000 per entity. The grant application is due on January 12, 2010. Grants will be awarded in March, 2010.

On April 14, 2009, City Council approved Contract No. K-0809-133 with Adrianus Resources, Inc., to provide grant consulting services to capture Federal Stimulus Funds for Alternative Fuel Programs.

The City of Norman received a grant from ACOG in 2009 in the amount of \$114,000 for the additional cost of the purchase of the City's first two compressed natural gas (CNG) refuse trucks. Delivery of these trucks is anticipated in February, 2010.

Since that time, Adrianus Resources has continued to research and pursue other grant opportunities.

DISCUSSION:

City staff in conjunction with Adrianus Resources prepared the attached grant application requesting assistance with a Compressed Natural Gas (CNG) Fueling Infrastructure. City staff proposes to install a CNG slow fill compressor station with a 14-vehicle slow fill manifold at an estimated cost of \$435,471. The City proposes to provide a used compressor skid worth \$50,000 to be donated to the City by the Oklahoma Natural Gas Company (ONG). ONG recovered this used compressor from the University of Oklahoma in 2008 when the new OU Transportation Facility was constructed. As a condition of ONG's donation, the City must indemnify ONG for any potential future liability arising from City use of the compressor. In order to mitigate that liability to ONG, the City plans to recertify the tanks on the compressor in order to ensure its safe working condition. If the compressor is unable to be recertified, the City will not put the equipment into use and will withdraw from grant competition. However, if the City is able use the donated compressor in combination with grant funds, the City will be able to achieve a slow fill station at a greatly reduced cost. This station is proposed to be a 50 cubic feet per minute (cfm) slow fill station allowing two CNG refuse trucks and 12 light duty trucks to refuel overnight at the existing North Base facility where the trucks currently park when they are not in service.

If a system like this is in place, emissions will be reduced within the City’s current fleet and the City’s dependency on foreign oil will also be reduced. For the fourteen (14) current city-owned CNG vehicles (2 heavy duty and 12 light duty) at today’s cost, an estimated 20,000 gallons of fuel will be saved per year; it will save the City of Norman approximately \$56,950 annually.

Due to the limited availability of City and grant funds, the proposed City CNG fueling facility is proposed to be installed in phases. Phase 1 is the currently proposed “slow fill” facility. Phase 2, estimated at an additional cost of \$300,000, will add more “slow fill” capability to the facility for fueling of city-owned vehicles. Phase 3, at an additional cost of \$550,000, will increase fueling capacity, add a “fast fill” option and provide access to the CNG facility by the general public. Additional grant funds will be sought out in future years for Phases 2 and 3. In the meantime, the City’s CNG fleet of vehicles will utilize the ONG facility and the University of Oklahoma facility for “fast fill” fueling needs.

The proposed funding formula for the current application is as follows:

PROPOSAL	
Cost of CNG Infrastructure	\$435,471
City of Norman portion (54%)	\$235,471
Proposed ACOG Grant (45.9%)	\$200,000

Funds for the City's portion of this project are scheduled in the FYE 10 Capital Fund Budget, Project No. TR0071, CNG Facility Match, Construction (050-9381-431.61-01).

RECOMMENDATION NO. 1:

It is recommended that the City Council approve Resolution No. R-0910-84 ratifying the enclosed ACOG Public Fleet Conversion Grant Application.

RECOMMENDATION NO. 2:

It is recommended that the City Council accept the donation of the compressor worth \$50,000 from Oklahoma Natural Gas Company (ONG) and authorize the Mayor to sign the indemnification agreement.

MW/sh

Attachments

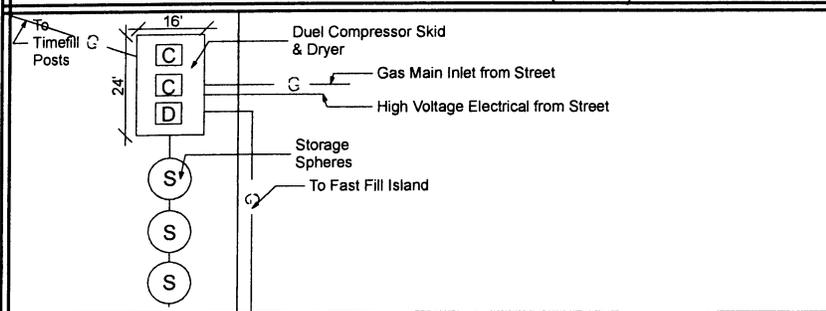
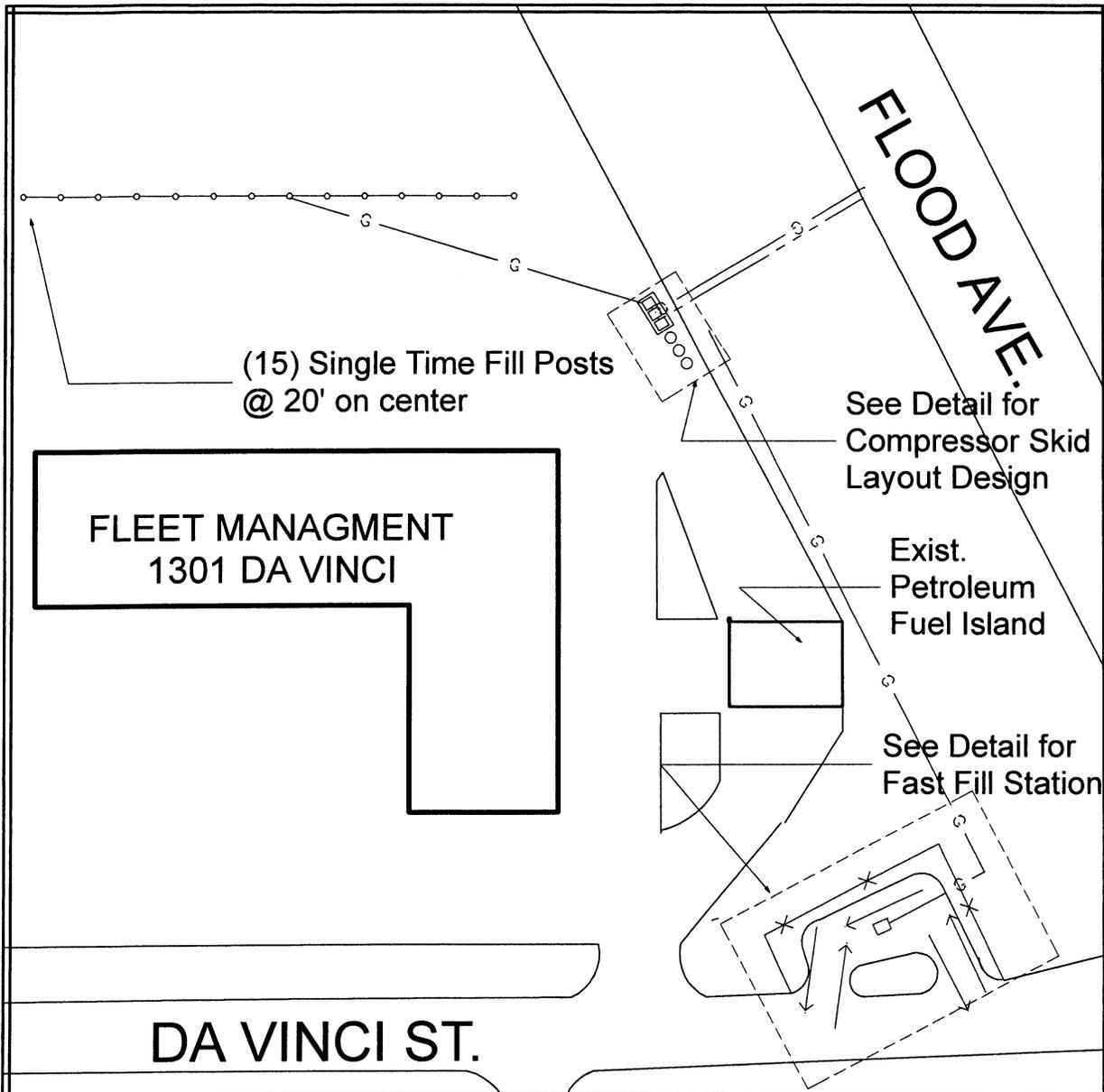
Reviewed by: Shawn O’Leary, Director of Public Works

Clint Mercer, Chief Accountant

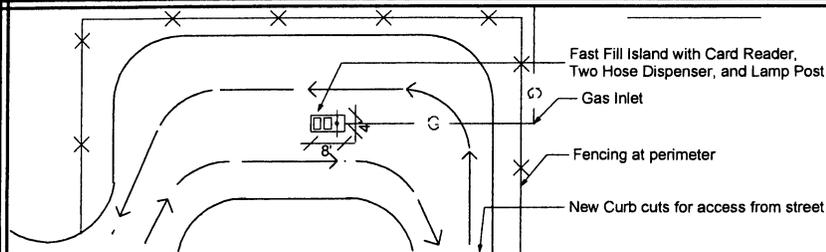
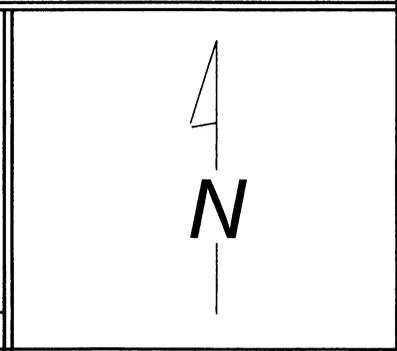
Anthony Francisco, Director of Finance

Jeff Bryant, City Attorney

Steve Lewis, City Manager



DETAIL AT COMPRESSOR SKID



DETAIL AT FAST FILL ISLAND

CNG Fueling Plan
CITY of NORMAN
 MAY 20, 2009
 Revised

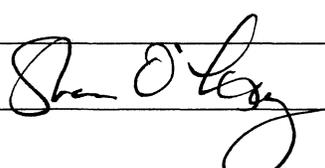


CITY OF NORMAN

Application for
Association of Central Oklahoma Governments (ACOG)
Public Fleet Conversion Grant Program

January 12, 2010

SECTION 1 – APPLICANT INFORMATION

1. PROJECT TITLE (10 words or less): CNG Refueling Station for the City of Norman		2. DATE SUBMITTED BY APPLICANT (m/d/yyyy): 01/12/10	
		3. DATE RECEIVED BY ACOG (to be completed by ACOG; leave this area blank):	
4. APPLICANT INFORMATION			
Legal Name of Entity: City of Norman		Organizational Unit: Department: Public Works	
Street Address: 1301 Da Vinci		Division: Fleet Management	
Mailing Address (if different from Street Address):			
City Norman		Name and telephone number of person to be contacted on matters involving this application	
State: OK	Zip: 73069	Prefix: Mr.	
5. EMPLOYER IDENTIFICATION NUMBER (FEI): 73-6005350		First Mike	Middle Initial:
6. PROPOSED PROJECT:		Last Name: White	Suffix:
Start Date: 3/01/10	Ending Date: 12/31/2010		
7. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: CNG Refueling Station		Email: mike.white@normanok.gov	
8. LOCATION OF PROJECT (if different from Street Address above): 1301 Da Vinci, Norman, OK 73069		Phone Number (including Area Code): 405-292-9709	
Physical Address: 1301 Da Vinci, Norman, OK 73069		FAX Number (including Area Code): 405-292-9710	
City: Norman	State: OK	Zip: 73069	
9. PROJECT MANAGER CONTACT:		10. TYPE OF APPLICANT (check appropriate box):	
Prefix: Mr.	First Name: Mike	<input type="checkbox"/> A. County	
Last Name: White	Suffix:	<input checked="" type="checkbox"/> B. Municipal	
Email: mike.white@normanok.gov		<input type="checkbox"/> C. Township	
Phone (including Area Code): 405-292-9709		<input type="checkbox"/> D. Public School District	
FAX (including Area Code): 405-292-9710		<input type="checkbox"/> E. State Controlled Institution of Higher Learning	
		<input type="checkbox"/> F. Government Contractor	
		<input type="checkbox"/> G. Other (Specify)	
11. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES.			
a. Authorized Representative			
Prefix:	First Name: Shawn	Middle Name:	
Last Name: O'Leary		Suffix:	
b. Title: Public Works Director		c. Phone (including Area Code): 405-366-5453	
d. Email: shawn.oleary@normanok.gov		e. FAX (including Area Code): 405-366-5418	
f. Signature of Authorized Representative: 		g. Date Signed (m/d/yyyy): 12/29/09	

SECTION 2 - PROJECT INFORMATION

A.	Category in which you are applying (check one): <input checked="" type="checkbox"/> Alternative Fuel Infrastructure <input type="checkbox"/> Alternative Fuel/Hybrid Vehicles <input type="checkbox"/> Both Fueling Infrastructure and Alternative Fuel/Hybrid Vehicles	
B.	Amount of Grant Request: \$200,000	C. Total project cost including planning, engineering, design and construction: \$435,471
<p>Project Description CNG Refueling station for City of Norman's natural gas vehicles</p>		
D.	<p>Where is the project located? Who does it serve? How large will it be? How will it be accomplished?</p> <p>Important: In addition to describing the project location, if the project involves the installation of alternative fuel infrastructure, attach a black and white map on 8 ½ X 11 inch paper showing location and layout of any proposed fueling infrastructure facilities. The map should clearly indicate the location/placement of fueling islands, compressors, charging stations, storage tanks, dispensers, etc. that will be built or expanded with the proposed funding. <u>Existing facilities and future facilities adjacent to the proposed project should be clearly distinguished on the map and reproducible in black and white.</u> Label as Infrastructure Site Map. Attach to application.</p> <p>The City of Norman proposes to contract with a turnkey supplier for the design, permitting and construction of a dual compressor CNG Station consisting initially of 2 compressors, provided by the City of Norman, rated for 20 SCFM each and capable of producing together about .32 gasoline gallon equivalents a minute. The City intends to expand the station every year as needed to accommodate growth to handle more CNG vehicles. To achieve our initial goal, the City requests funding assistance from ACOG in the amount of \$200,000 for the expected initial costs of the station, to allow the slow fill of the City's initial CNG trucks and/or vehicles. The project partners include a turnkey station supplier, who will be the installer of the equipment, the City of Norman who is both the owner and operator of the station, and Oklahoma Natural Gas, the local utility who is the source for natural gas.</p> <p>It is the desire of the City of Norman to install a reliable natural gas station on city property at 1301 Da Vinci, Norman, Oklahoma. The natural gas station will initially serve the City of Norman's CNG fleet and be expanded to serve the public in the future. The size of the station is based upon the number of natural gas vehicles anticipated to use the station initially from our own fleet over the next one to two years. As the popularity of natural gas vehicles grows, we will have the capacity to add both compressors as well as additional dispensers beyond the original setup of 7 dual time fill posts with 14 hoses for the city's fleet to allow us to refuel our fleet of CNG vehicles overnight. The first hose will act as a fast fill for emergency and be able to refuel light duty vehicles in 10 to 12 minutes.</p> <p>The station will be built to NFPA 52 safety codes and will consist of (2) 20 scfm Ingersoll Rand compressors or equal and plumbed for a second skid of equal or larger capacity when our anticipated load exceeds the capability of the two initial compressors. Over the expected 10 years life of a natural gas truck, we can calculate that our 2 initial heavy duty trucks could reduce NOx emissions by as much as 2.4 tons or 4,800 pounds and CO2 emissions or greenhouse gases by 1,632 pounds. The reduction in PM (the visible particulate matter that the older diesels emit when burning fuel) is just as dramatic.</p>	

Critical goals and actions required to complete this project include procurement of the following:

- (2) Ingersoll Rand Compressors or equal, skid mounted providing 40 SCFM of compressed natural gas and plumed to accommodate future growth. The compressors are provided by the City of Norman. The used compressors were donated to the City by Oklahoma Natural Gas (ONG). ONG recovered the compressors from the University of Oklahoma in 2008 when OU upgraded their fueling facility. The compressors are in good condition and they will be recertified prior to final installation.
- (7) time-fill dual hose dispensers with break-away arrangements and pulley systems for each to prevent accidental drive-a-ways.
- One absorbent gas dryer to remove the water content typically found in the natural gas pipeline.

D.1.	If project involves the replacement of school buses, also respond to the following:			
D.1a.	Average number of district elementary, middle school and high school students riding the school buses on a daily basis:			
D.1b.	Total district enrollment:	# elementary students	# middle school students	# high school students
D.1c.	Entity owning the buses:			
D.1d.	Entity operating and maintaining the fleet:			
D.1e.	Fleet replacement rate:			
E.	Why is the project necessary? How will it contribute to improving air quality? To provide a means of refueling CNG vehicles that are either existing or are on order without having to go off site and refuel, thus saving both time and money from a personnel costs, but more importantly from a fueling cost standpoint of approximately \$1.00/gal.			

	<p>Over the expected 10 years life of a natural gas truck, we can calculate that our 2 initial heavy duty trucks could reduce NOx emissions by as much as 2.4 tons or 4,800 pounds and CO2 emissions or greenhouse gases by 1,632 pounds. The reduction in PM (the visible particulate matter that the older diesels emit when burning fuel) is just as dramatic.</p>
<p>F.</p>	<p>What is the project timeline? Include anticipated start date, term of construction or implementation and proposed completion date. How will the applicant ensure that the project is implemented in a timely manner?</p> <p>The detailed sequence of activities or scope of work to be completed in the construction of this CNG station is described below:</p> <ol style="list-style-type: none"> 1. Layout and design the station to provide adequate access on the City of Norman property at 1301 Da Vinci, Norman, OK. 2. Prepare drawings for submittal to the City of Norman’s Planning and Permitting Department. 3. Work with the City of Norman Fire Marshall on NFPA 52 code issues and permitting process, as well. 4. With approval of design, order all equipment necessary to meet local requirements. 5. Within two months of equipment delivery, obtain necessary permits to begin construction, including electrical, trenching for utilities and construction of concrete pads for the compressors and storage bottles. 6. Place all equipment and debug station prior to commissioning the station. 7. Open station and begin refueling vehicles. 8. Issue press release on the new station. <p>Expected timeline covers 8 to 10 months after signing a contract with ACOG for funding, which would be March 2010, with installation of the station to be before the end of 2010.</p>

F.	<p>If the proposed project is for the purchase of either alternative fuel vehicles or alternative fueling infrastructure, how will the alternative fuel vehicle(s) and alternative fuel infrastructure be serviced or repaired? Do you have certified alternative fuel vehicle technicians and/or certified compressor technicians on staff? Please explain and describe.</p> <p>The City of Norman has three (3) Automotive Service Excellence (ASE) and State of Oklahoma certified technicians for CNG operations that can handle normal maintenance for both the station and the CNG vehicles. We will also have under contract a certified station contractor that will be required to have over 15 years experience maintaining CNG stations of various sizes and types.</p>
G.	<p>In the absence of future grant funding, how will the applicant entity sustain its commitment to continued incorporation of clean fuel technologies in its fleet? Please explain and describe.</p> <p>With the lack of future funding, it does mean that the replacement of existing diesel vehicles will be at a slower pace. The City of Norman anticipates fuel savings from the natural gas vehicles, either on natural gas currently or planned replacements as shown above will help cover some of the differential costs associated with natural gas vehicles. By building the station over a period of 5 years as we add CNG vehicles, we can achieve our goal of providing the City of Norman a public access CNG station as described in attachment A, a detailed plan of action. (See Attachment B – 5 year plan)</p>
H.	<p>Does your entity have a written Alternative Fuel/Hybrid Vehicle Replacement Program that has been approved by the city council, board of commissioners, or appropriate governing body?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, label as AFV Replacement Program. Attach to application.</p>
I.	<p>What obstacles or problems must be overcome to implement this project?</p> <p>To find adequate funding in the out years to support our five (5) year growth plan of station expansion to support a public fast fill and our fleet growth of natural gas vehicles.</p>
J.	<p>What will make this project a success?</p> <p>Adequate funding to expand the station to include a fast fill arrangement now rather than 4 or 5 years in the future as we grow our internal fleet of natural gas vehicles. This would allow our fleet to have more vehicles converted to run on natural gas, thus reducing a greater number of emissions help lessen our dependence on foreign oil.</p>
K.	<p>Did you/your entity attend the ACOG Public Fleet Conversion Grant workshop on November 17, 2009? If so, please list name and title of attendee:</p> <p>Shawn O’Leary, City of Norman Director of Public Works Mike White, City of Norman Fleet Superintendent Ted Dumas, Fleet Equipment Support Supervisor</p>

SECTION 4 - PROJECT BUDGET AND COST ESTIMATES

Project cost estimates

	Item	Cost
	Engineering & Design	\$
	Utility Relocation	\$
	Construction (installation of customer furnished equipment)	\$ 326,250
	Equipment (time fill posts)	\$ 48,600
	Equipment (compressor skid) valued at \$20,000 donated by City of Norman	\$ 0
	Contractual	\$
	Other (Recertification client CNG storage bottles)	\$ 10,000
	Other (drawings)	\$ 25,000
	Other (bonding)	\$ 10,621
	Other (freight)	\$ 15,000
	Total	\$ 435,471
	Local share ¹ (see Note below)	\$ 235,471
	Federal Share ²	\$ 200,000

Note:

¹ Eligible projects can be funded at a ratio of up to 50 percent federal funds and 50 percent local funds for installation costs and capital investments in alternative fueling infrastructure and at a ratio of up to 100 percent federal funds for the “incremental difference” of eligible alternative fuel and hybrid vehicles. Higher local matching is encouraged.

² As above

A.	Attach to this application CURRENT (within the last three months) itemized price quotes from vendor/contractor and any other pertinent documents supporting the project budget. If a project has multiple aspects such as vehicle purchase and infrastructure development, the project price quotes should be itemized by the appropriate categories. Label as Itemized Project Budget. Attach to application. SEE ATTACHMENT C
B.	Describe the nature and extent of your entity’s efforts in this project. Please explain in detail the amount and source of local match funds, and any other local support for the proposed project. The City of Norman has encumbered \$235,471 in its capital budget for the specific use of purchasing and/or installing a CNG station. The City is also providing the land for the placement of the equipment and the future location of the public access site. The City will also provide a compressor skid to be used at the station.
C.	Does your entity currently have any open or pending loans or grants of any kind for alternative fuel or hybrid vehicles, or alternative fuel infrastructure? Further, does your entity have any open or pending grants or loans related to the project for which this application is being submitted? Please explain. No

SECTION 6 - ASSURANCES & RESOLUTIONS

Please affirm your understanding of the following project conditions by initialing in the spaces provided:	
	Private organizations proposing projects must be contracted to a public entity for public services and must have a public sponsor (a local government unit or transit operator).
	In the case of alternative fuel infrastructure projects, the project sponsor or private partner must provide matching dollar funding of a minimum of 50% cost share for eligible expenses.
	This is a reimbursement program. The applicant organization must finance the project until Federal reimbursement funds are available.
I hereby certify that the statements contained within the foregoing Application for ACOG Public Fleet Conversion grant are true and complete to the best of the applicant's knowledge and understanding.	
Name of Applicant Organization	
City of Norman	
Name of Authorized Official	Title
Cindy Rosenthal	Mayor
Signature	Date

Subscribed and sworn to before me this _____ day of _____, 20____.

(Seal)

NOTARY PUBLIC

My Commission expires: _____

My Commission number: _____

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY Rosenthal DATE 1-3-10

SECTION 6- ASSURANCES

R-0910-84

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AN APPLICATION TO SEEK FINANCIAL ASSISTANCE THROUGH THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) PUBLIC FLEET CONVERSION GRANTS FUND FOR IMPLEMENTATION OF A CONVERSION PROGRAM FOR THE CONSTRUCTION OF A CNG SLOW FILL FUELING STATION.

- § 1. WHEREAS, the City of Norman desires to seek financial assistance through the ACOG Public Fleet Conversion Grants Fund for the construction of Compressed Natural Gas (CNG) Vehicle Fueling Infrastructure in the City of Norman; and
- § 2. WHEREAS, it is in the best interest of the City of Norman to expedite the preparation and submission of an application for financial assistance from the ACOG Public Fleet Conversion Grants Fund in the form of a grant.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 3. That the Mayor of the City of Norman is hereby authorized and directed to sign an application and related documents necessary to file and process a grant application through the ACOG Public Fleet Conversion Grants Fund on behalf of the City of Norman.

PASSED AND ADOPTED this 12th day of January, 2010.

ATTEST:

Mayor

City Clerk

ATTACHMENT A

Based upon projected usages over the first two years, the City of Norman will be refueling vehicles using the smaller compressors working in tandem to time fill a total of 30 vehicles nightly (20 light duty every other day and 10 heavy duty nightly) for a daily usage of 190 gallons. Two small compressors producing 40 standard cubic feet per minute (SCFM) would be able to refuel these vehicles from 14 time fill hoses in approximately 10 hours at night from around 7:00 p.m. – 5:00 a.m.

The station is planned to be expanded starting at the end of the second year in order to accommodate the anticipated rate of growth in the amount of natural gas vehicles in the City's fleet. Not only will the compression need to be expanded to at least triple the size of the original set up, but an additional 10 time fill posts will be needed. This will allow for the 13 additional refuse trucks and/or other heavy duty type vehicles like sweepers or aerial lifts, etc to be purchased and refueled at night. By using two 75 SCFM compressors, the capacity will be 190 SCFM. At night, the capacity increases to about 84 gallons an hour from about 19 gallons an hour.

During the daylight hours, the first hose on our time fill can be used as a fast fill producing about 1 ½ gallons per minute. More of our light duty vehicles could fill during the day leaving our time fill for just the heavy duty vehicles overnight. This provides better utilization of the compressors. A light duty sedan or pickup can refuel in three to five minutes depending upon how much fuel is needed. A vehicle extremely low on fuel could take 6 to 8 minutes to fill.

The next upgrade is recommended to take place at the end of the fifth year. The City of Norman will need to add a single large compressor doubling the capacity from approximately 190 to 400 SCFM. This will provide the capability of 3 gallons per minute (GPM) or about 175 gallons an hour for time filling at night. The City will add another 20 time fill drops to provide 54 hoses to utilize at night and also add a fast fill dispenser with two hoses that would provide public access outside of our gated area at the fleet facility.

Phases 2 and 3 of the project are estimated to cost \$850,000. The first upgrade is recommended to occur at the end of the second year and is estimated to cost \$300,000. The second upgrade is recommended to occur in year five and is estimated to cost \$550,000. We will have the flexibility to determine how best to refuel our vehicles. As many as possible would time fill, especially the larger fuel vehicles, the remainder would fast fill as they do today for gasoline. This kind of refueling pattern will provide the most flexibility in regards to ordering natural gas replacement vehicles in the future.

ATTACHMENT B

CNG VEHICLE AND REFUELING STATION FIVE YEAR ACTION PLAN

Refuse trucks for residential service average about 22 diesel gallons each day at the City of Norman. The average annual usage per truck is 5500 diesel gallon equivalent (dge). The load over the first five years would be 350,000 dge.

Calculated as follows:

First Year

Total Compressed Natural Gas Vehicle Fleet = 13 light duty vehicles and 2 refuse trucks.

Fuel usage = 13 X 2 gallons each per day = 26 gallons X 250 days per day = 6,500 gals 1st year.

Fuel usage = 2 X 22 gallons each per day = 44 gallons X 250 days per day = 11,000 gals 1st year

Total 17,500 gallons

Station of (2) 20 scfm compressors can produce .32 gasoline gallon equivalent (gge) per minute or about 19 gge per hour

Station will take less than 4 hours to fill 13 light duty and 2 heavy duty at night on the time fill

Second Year

Total Compressed Natural Gas Vehicle Fleet = 20 light duty vehicles and 5 refuse trucks.

Fuel usage = 20 X 2 gallons each per day = 40 gallons X 250 days per day = 10,000 gals 2nd yr

Fuel usage = 5 X 22 gallons each per day = 110 gallons X 250 days per day = 27,500 gals 2nd yr

Total 37,500 gallons

Station of (2) 20 standard cubic feet per minute (SCFM) compressors can produce .32 gge per minute or about 190 gge in 10 hours

Station will take less than 9 hours to fill 20 light duty and 5 heavy duty at night on the time fill

At the end of the 2nd year the City of Norman will need to upgrade our station with two new 75 SCFM compressors and add 10 more dual time fill posts to continue refuel at night at off peak electric rates. Cost of this upgrade is estimated at \$300,000 since the initial station was built with the intention of expansion.

Increase in capacity will go from 19 gge hour to 84 gge/hr. The city will be able to time fill 34 vehicles at night, either light duty or heavy. The first hose on the time fill can be used to fast fill light duty vehicles that cannot refuel during the night. Each one should be able to refuel in about two minutes when nothing else is hooked up.

Third Year

Total Compressed Natural Gas Vehicle Fleet = 30 light duty vehicles and 10 refuse trucks.

Fuel usage = 30 X 2 gallons each per day = 60 gallons X 250 days per day = 15,000 gals 3rd yr

Fuel usage = 10 X 22 gallons each per day = 220 gallons X 250 days per day = 55,000 gals 3rd yr

Total 70,000 gallons

Station of (4) compressors can produce 1.52 gge per minute or about 91 gge in one hour
Station will take about 3 hours to fill 30 light duty and 10 heavy duty at night on the time fill
if you alternate 6 of the light duty vehicles every other day

Fourth Year

Total Compressed Natural Gas Vehicle Fleet = 40 light duty vehicles and 16 refuse trucks or heavy duty vehicles.

Fuel usage = 40 X 2 gallons each per day = 80 gallons X 250 days per day = 20,000 gals 4th yr

Fuel usage = 16 X 22 gallons each per day = 352 gallons X 250 days per day = 88,000 gals 4th yr

Total 108,000 gallons

Station of (4) compressors can produce 1.52 gge per minute or about 91 gge in one hour
Station will take about 4.5 hours to fill 18 light duty and 16 heavy duty at night on the time fill
The remaining light duty vehicles will have to alternative every other day or use the first hose
off the time fill to refuel daily.

Fifth Year

Total Compressed Natural Gas Vehicle Fleet = 50 light duty vehicles and 22 refuse trucks or heavy duty vehicles.

Fuel usage = 50 X 2 gallons each per day = 100 gallons X 250 days per day = 25,000 gals 3rd yr

Fuel usage = 22 X 22 gallons each per day = 484 gallons X 250 days per day = 121,000 gals 3rd yr

Total 146,000 gallons

Station of (4) compressors can produce 1.52 gge per minute or about 91 gge in one hour
Station will take about 6 hours to fill 12 light duty and 22 heavy duty at night on the time fill
The remaining light duty vehicles will have to alternative every other day or use the first hose
off the time fill to refuel daily.

At the end of the 5th year the City of Norman will need to upgrade the station with one new

200 SCFM compressor and add 10 more dual time fill posts to continue refueling at night at off peak electric rates. Cost of this upgrade is estimated at \$550,000 since the initial station was built with the intention of expansion.

Increase in capacity will go from 84 gge hour to 175 gge/hr. The city will be able to time fill 54 vehicles at night, either light duty or heavy. This upgrade will provide a fast fill capability that will also accommodate the public's use of the station. All light duty vehicles that cannot refuel during the night will be able to fast in 2 minutes or less. This station will be supported with storage vessels to allow rapid refueling of light duty vehicles.

2010 ACOG PUBLIC FLEET CONVERSION GRANTS SCHEDULE

Mailing and distribution of
ACOG Public Fleet Conversion Grants Applications November 3, 2009

ACOG Public Fleet Conversion Grants Application Workshop November 17, 2009

One (1) ACOG Public Fleet Conversion Grants Application Workshop will be held
November 17, 2009, beginning at 1:00 p.m. in the ACOG Boardroom, 21 E. Main Street,
Suite 100; Oklahoma City, OK 73104

Deadline for application submission January 12, 2010; 4:00 p.m.

Review of applications January 2010

Intermodal Transportation Policy Committee
approval of ACOG Public Fleet Conversion grants February 25, 2010

Notification of grant recipients and
acceptance of grants by selected entities March 2010

Contracts between ACOG and funded
entities signed and distributed* March 2010

* Projects cannot begin until after the applicant receives a signed copy of its contract and a letter of "Notice to Proceed" from ACOG. Only project costs incurred after a signed contract with ACOG is executed are eligible for reimbursement.

**AGREEMENT BETWEEN THE CITY OF NORMAN AND OKLAHOMA
NATURAL GAS COMPANY**

This Contract is made and entered into this ____ day of _____, 2010, by and between the City of Norman, Oklahoma, a municipal corporation, hereinafter referred to as the "City," and Oklahoma Natural Gas Company, a Division of ONEOK, Inc., hereinafter referred to as "ONG".

NOW, THEREFORE, the parties hereby agree as follows:

A. That in consideration for the performance by ONG of the covenants and agreements as specified herein, the City covenants and agrees:

1. To release and agree to never institute any suit or action at law and equity or file any claim of any nature whatsoever against the Oklahoma Natural Gas Company, its agents, assigns or employees or officers by reason of the City of Norman's acceptance and continued use of the below described Compressed Natural Gas (Compressor Skid);
2. To indemnify and hold ONG, its agents, assigns or employees or officers harmless from and against all claims, demands, judgments or suits at equity and at law, arising from the City's use, maintenance, and operation of the subject Compressed Natural Gas (Compressor Skid); but in no way shall this agreement be considered a waiver of the City's defenses under 51 O.S. § 151 et seq. except as to ONG;
3. To accept the disclaimer below of all warranties of merchantability, fitness for any purpose whatsoever, and all other warranties associated with the below described Compressed Natural Gas (Compressor Skid).

B. That in consideration for the performance by the City of the covenants and agreements as specified herein, ONG covenants and agrees:

1. To grant and convey the Compressed Natural Gas (Compressor Skid) as described:

The subject Compressed Natural Gas (Compressor Skid) was manufactured by ANGI, the skid is 16' Long by 6' Wide, it has (2) Ingersoll-Rand H20NG Compressors SN 30T662252 and 30T662254, (2) Toshiba 20 HP 3 Phase Electric Motors SNT448204 and T450181, (1) Murphy Controller, (1) OZ Gedney Explosion Proof Box for the Motor Starters, (2) Square D 100 Amp Explosion Proof Breakers, (1) Silvan 165 psi Vapor Recovery Tank, (20) DOT 3AA 3600 Storage Bottles, (1) Priority Panel, (1) Single Hose Sequential Panel.

2. That all warranties of merchantability, fitness for any purpose whatsoever, and all other warranties pertaining to such Compressed Natural Gas (Compressor Skid) as described above are hereby expressly disclaimed.

This Agreement is not intended to affect or supersede any other implied or express rights or obligations between the parties existing or arising under previous or future indemnification agreements executed by the City of Norman in favor of ONG unrelated to the acceptance and continued use of the Compressed Natural Gas (Compressor Skid) nor to affect or supersede any rights, obligations or indemnifications express or implied by statute or decisional law.

- C. The law of the State of Oklahoma will govern the interpretation and enforcement of this Agreement.
- D. If any provision or portion of this Agreement is determined to be illegal or unenforceable in any respect, such determination will not affect the validity or enforceability of any other provisions, each of which will be deemed to be independent and severable.
- E. This agreement will be effective immediately upon execution.

IN WITNESS HEREOF, the parties hereto have executed this contract on the day first above written.

Oklahoma Natural Gas Company, a Division
of ONEOK, Inc.

City of Norman, Oklahoma

By: _____
Vice President

By: _____
Mayor

ATTEST: _____ (SEAL)

City Clerk

Approved as to form and legality by the
office of the City Attorney on this _____
day of _____, 2010.

City Attorney

18. ITEM: RESOLUTION NO. R-0910-85: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, COMMENDING AND EXTENDING APPRECIATION TO CITY OF NORMAN EMPLOYEES FOR THEIR EFFORTS IN CLEARING THE STREETS AND ROADWAYS OF SNOW AND ICE AND ASSISTING STRANDED MOTORISTS DURING THE CHRISTMAS EVE BLIZZARD OF 2009.

INFORMATION: The above-described resolution has been drawn and is submitted for City Council's consideration. A copy of the resolution is included in the Agenda Book.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-0910-85.

ACTION TAKEN: _____

Resolution

R-0910-85

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, COMMENDING AND EXTENDING APPRECIATION TO CITY OF NORMAN EMPLOYEES FOR THEIR EFFORTS IN CLEARING THE STREETS AND ROADWAYS OF SNOW AND ICE AND ASSISTING STRANDED MOTORISTS DURING THE CHRISTMAS EVE BLIZZARD OF 2009.

- § 1. WHEREAS, the Christmas Eve Blizzard of 2009 blanketed Norman with over 10 inches of snow with winds gusting to 60 miles per hour creating white out conditions with visibility less than 100 feet and snow drifts with a depth of three feet and greater; and
- § 2. WHEREAS, Governor Henry declared a State of Emergency and as a result of the snowstorm, all highways were shut down completely and many vehicles were abandoned in the high snow drifts; and
- § 3. WHEREAS, Street Division crews began providing 24 hour coverage on December 23rd and as of 8:00 a.m. December 30th, crews had expended 1,513 tons of salt/sand mix and completed 1,860 lane miles of snow plowing as well as utilizing front-end loaders to clear large snow drifts where graders and plows were ineffective to open lanes of traffic; and
- § 4. WHEREAS, 8,720 tons of snow was removed from the downtown and Campus Corner business districts with assistance from Park and Line Maintenance crews; and
- § 5. WHEREAS, support from Fleet Management is critical to the mission during these events to keep equipment functioning and they maintained 24 hour coverage throughout the process as well; and
- § 6. WHEREAS, the 9-1-1 Center was stretched to the limit to answer and dispatch approximately 1,000 calls which required retaining employees after their regular shift had ended; and
- § 7. WHEREAS, Police and Fire Departments worked together to assist stranded motorists without shelter or the ability to reach their destination and Emergency Management personnel worked with the American Red Cross to establish a temporary emergency shelter at Journey Church with the first client checking in at 6:45 p.m., December 24th, and the final client checking out at 7:45 a.m. Christmas morning; and
- § 8. WHEREAS, conditions were closely monitored as Street crews continued to clear secondary streets and school routes to provide 24 hour coverage until it was deemed safe to resume regular work hours.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 9. On behalf of the entire citizenry of Norman, hereby recognizes, applauds, commends, and extends sincere appreciation to City of Norman employees whose heroic efforts during the unprecedented Christmas Eve Blizzard of 2009 exemplified the City's mission statement "Working Together to Deliver Exceptional Service" and thank them for their service to the community and citizens of Norman.

PASSED and ADOPTED this 12th day of January, 2010.

ATTEST:

City Clerk

Mayor

